

BAY AREA
AIR QUALITY MANAGEMENT DISTRICT

Administrative Code

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Division I

Operating Policies & Procedures

ADMIN CODE DEFINITIONS

As used in this Administrative Code, the following terms shall be defined as indicated.

- (a) **APCO** means the Air Pollution Control Officer, Deputy Air Pollution Control Officer acting for the APCO in his/her absence or other person to whom the APCO's duties have been delegated by the APCO.
- (b) **ASSOCIATION** means the Bay Area Air Quality Management District Employees' Association Inc., a recognized employee association, which represents the employees in the Clerical, Technical/General and Professional representation units for all matters of employer/employee relations.
- (c) **BOARD** means the Board of Directors of the Bay Area Air Quality Management District or an authorized committee composed of members of the Board of Directors.
- (d) **CLERICAL EMPLOYEE** means an employee engaged in administrative support activities which include internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Positions include, but are not limited to, Office Assistant, Accounting Assistant, Secretary.
- (e) **CONFIDENTIAL EMPLOYEE** means any employee who is privy to the decision-making process of the Bay Area Air Quality Management District management or the Board of Directors affecting employer-employee relations matters.
- (f) **DISTRICT** means the Bay Area Air Quality Management District.
- (g) **EMPLOYEE RELATIONS OFFICER** means the APCO or other person designated by the APCO or the Board of Directors to act for the District in employer-employee relations matters.
- (h) **EMPLOYEE** means any person employed by the District on a regular, probationary, or limited term basis, excepting those persons elected or appointed to the Board of Directors, Advisory Council, Hearing Board or similar body. Limited term employees shall not be treated as employees for the purposes of Division III of this Administrative Code until they have worked at least 1,000 hours within a fiscal year. (Rev. 7/20/94)
- (i) **EMPLOYEE ORGANIZATION** means any employee organization recognized and certified by the District which includes employees of the District and which has as one of its primary purposes the representation of such employees in their relations with the District. (Rev. 7/20/94)
- (j) **LIMITED TERM EMPLOYEE** means any person employed by the District to work on one or more specific projects of limited duration, or for a specified period of time, and whose employment with the District is expected to terminate at the conclusion thereof. (Rev. 7/20/94)
- (k) **MANAGEMENT EMPLOYEE** means the APCO, Deputy Air Pollution Control Officers, Division Directors, Section Managers, District Counsel, attorneys and Senior Advanced Projects Advisors.

- (l) **MEET AND CONFER** means the mutual obligation to meet and confer in good faith in order to freely exchange information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. No agreement shall be binding on any party unless it is reduced to writing and approved by the Board and the Association.
- (m) **MEMORANDUM OF UNDERSTANDING** means the agreement between the Board and the Association.
- (n) **PROFESSIONAL EMPLOYEE** means an employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.
- (o) **RECOGNIZED EMPLOYEE ORGANIZATION** means an employee organization which has been certified pursuant to the revisions of Section I-10.5(a) through (h) as representing the employee in a particular representation unit.
- (p) **REPRESENTATION UNIT** means a unit of District employees established pursuant to the provisions of Sections I-10.4(a) through (g).
- (q) **REPRESENTATIVE** means a person or persons designated and authorized by a recognized employee organization to represent its membership.
- (r) **SCOPE OF REPRESENTATION** includes all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- (s) **TECHNICAL EMPLOYEE** means an employee engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, including, but not limited to; inspectors, laboratory technicians, and instrument specialists.

SECTION 1 BOARD OF DIRECTORS, MEETINGS

1.1 MEETING DATES. (Revised 11/06/2002)

Regular meetings of the Bay Area Air Quality Management District Board of Directors shall be held on the first and third Wednesday of each month, beginning at the hour of 9:45 a.m., with either meeting being subject to cancellation by the APCO with the concurrence of the Chairperson if there is insufficient District business to warrant such meeting. When the day, or the day preceding the day, fixed for a regular meeting of the District Board falls upon a legal holiday, that meeting shall be held at the same hour seven (7) days later not on a holiday.

1.2 A. COMPENSATION - MEETING ATTENDANCE. (Revised 4/5/2006)

Board members shall receive compensation of one hundred dollars (\$100) for each day attending meetings of the District Board and of Board Committees, or upon authorization of the Board while on official business of the District, but such compensation shall not exceed six thousand dollars (\$6,000) in any one fiscal year.

Board members may receive compensation for attendance at the following types of meetings other than Board and Committee meetings:

- (a) educational seminars designed to improve officials' skill and information levels;
- (b) meetings of regional, state and national organizations whose activities affect the Air District's interest with a District staff member in attendance;
- (c) Air District events; and
- (d) meetings to discuss community and/or business concerns with regard to air quality in the region.

Report(s) on any meetings that members have attended at the Air District's expense will be given at the next regular board meeting.

To the extent a meeting for which compensation is available includes a meal, a Board member may be reimbursed for the meal expenditures as long as the Board member complies with the limits and reporting requirements of local, state and federal law and the meal expenditure is reasonable and necessary.

1.2 B. LIMITS ON COMPENSATION FOR MEETING ATTENDANCE. (Revised 4/5/2006)

Board members shall not receive compensation for attendance at meetings of any type held outside the State of California unless compensation for attendance at such meeting(s) is approved by the Board in an open session prior to attendance at the meeting.

Unless excused by the Chairperson, a Board member shall receive such compensation for attending meetings of the Board only if:

- (a) the Board member arrives for the meeting within 30 minutes of the scheduled beginning of the meeting; and
- (b) the Board member misses no more than 30 minutes of the meeting plus, in the event a meeting continues beyond noon, the time between noon and adjournment.

1.3 BOARD MEETING LOCATION.

All regular meetings of the Board of Directors and all regular meetings of Board Committees shall be held at the offices of the District located at 939 Ellis Street, San Francisco, California, unless at a previous regular Board meeting or committee meeting some other place was designated.

1.4 SPECIAL MEETINGS.

Whenever the business of the District may require special meetings, in the opinion of the Chairperson of the Board of Directors or at the express written request of any three (3) members of the Board, such meetings shall be called. Whenever a special meeting shall be called, notice shall be given to each member of the Board of Directors at least twenty-four (24) hours in advance, and to others as required by law, stating the date and hour of the meeting and the purpose for which such meeting is called. No business shall be transacted thereat except such as is stated in the notice.

1.5 AGENDA.

All reports, communications, resolutions, contract documents or other matters to be submitted to the Directors shall be delivered to the APCO one (1) week prior to the Board meeting. The APCO shall thereupon arrange a list of such matters according to the order of business. The Clerk of the Boards shall furnish each Board Director with a copy of the same no later than the Friday prior to the meeting and as far in advance of the meeting as is feasible.

SECTION 2 BOARD OF DIRECTORS, OFFICERS - DUTIES

2.1 OFFICERS OF THE BOARD. (Revised 1/21/04)

The presiding officer of the Board is the Chairperson of the Board of Directors. The Chairperson, Vice Chairperson and Secretary shall, no later than the first meeting in December of each year, be elected by the Board of Directors and assume office January 1, (effective January 1, 2005). The Chairperson shall preserve order and decorum at regular and special meetings of the Board. The Chairperson shall state each question, shall announce the decision, shall decide all questions of order subject to an appeal to the Board. The Chairperson shall vote on all questions, last in order of the roll, and shall sign all ordinances and resolutions adopted by the District Board while the Chairperson presides. (see Section II-4.3)

In the event that the Chairperson is unable, for whatever reason, to fulfill his or her one-year term of office, the Vice-Chairperson shall succeed the Chairperson and the Secretary shall succeed the Vice-Chairperson. Section 2.3 below shall determine the filling of the Secretary vacancy. In any event, no Board Officer shall serve more than three (3) years in any one Board office (Chairperson, Vice-Chairperson, or Secretary).

2.2 CHAIRPERSON. (Revised 1/14/09)

The Chairperson shall take the chair at the hour appointed for the meeting and call the District Board to order. In the absence of the Chairperson, the Vice-Chairperson shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson, the Vice-Chairperson shall relinquish the chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, or the Vice-Chairperson when the Chairperson is absent, the Board Secretary shall call the Board to order and serve as temporary Chairperson. Upon arrival of the Chairperson or Vice-Chairperson, the Secretary shall relinquish the Chair upon the conclusion of the business then pending before the Board. In the absence, or self-determined inability to act, of the Chairperson, Vice Chairperson or Secretary, members of the Board of Directors shall, by an order on the Minutes, select one of their members to act as temporary Chairperson. Upon the arrival or resumption of ability to act, the Chairperson or Vice-Chairperson shall resume the Chair, upon the conclusion of the business then pending before the Board. It shall be the duty of the Chairperson to attend all meetings of the Bay Area Air Quality Management District Advisory Council.

2.3 VICE CHAIRPERSON.

If, for any reason, the Chairperson ceases to be a member of the Board, the Vice-Chairperson shall automatically assume the office of Chairperson and the Board Secretary shall automatically assume the office of Vice-Chairperson. If, for any reason, the Vice-Chairperson ceases to be a member of the Board, the Board Secretary shall automatically assume the office of Vice-Chairperson. In either eventuality, the

Board Nominating Committee shall, upon the request of the Chairperson, make a recommendation at the Board meeting following such request to fill the office of Board Secretary. An election will then immediately be held for that purpose.

2.4 BOARD SECRETARY.

The Board Secretary shall be official custodian of the Seal of the District and of the official records of the District and shall perform such secretarial duties as may require execution by the Board of Directors. The Board Secretary may delegate any of these duties to the APCO, or to the Clerk of the Boards.

2.5 MEETING ROLL CALL.

Before proceeding with the business of the Board, the Clerk of the Boards shall call the roll of the members, and the names of those present shall be entered in the Minutes. The names of members who arrive after the initial roll call shall be noted in the Minutes at that stage of the Minutes.

2.6 QUORUM.

A majority of the members of the Board constitutes a quorum for the transaction of business, and may act for the Board.

2.7 OFFICER ROTATION.

It is intended that the positions of Chairperson, Vice Chairperson, and Board Secretary be rotated among the members in a manner to assure participation in the affairs of the District from a wide representation of the membership. In making its recommendations, the Nominating Committee shall take into account such factors as representation by those members appointed by Boards of Supervisors, those members appointed by City selection committees, those members from large counties, and those from small counties.

SECTION 3 BOARD OF DIRECTORS, ORDER OF BUSINESS

3.1 PUBLIC MEETING.

All meetings of the Board of Directors shall be open to the public, except when in a closed session as permitted by the Brown Act.

3.2 ORDER OF BUSINESS.

The following shall be the ordinary Order of Business for meetings of the Board of Directors:

- (a) Roll Call
- (b) Public Presentation
- (c) Approval of Minutes of previous meeting plus consent calendar
- (d) The agenda items as prepared by the APCO
- (e) Special items may be introduced by a Board Member with the consent of a three-fourths vote of the Board Members present, if the requirements of the Brown Act are satisfied.

3.3 READING OF MINUTES.

Unless a reading of the Minutes of a previous meeting is requested by a member of the Board, such Minutes may be approved without reading if the APCO has furnished each member with an advance copy thereof per Section I-1.5.

3.4 COMMUNICATIONS TO THE BOARD.

The Clerk of the Boards shall furnish to the members of the Board and to the APCO a synopsis of communications received for consideration by the Board up to twenty-four (24) hours prior to the time scheduled for the meeting. Later communications may be considered as new business.

SECTION 4 BOARD OF DIRECTORS, CONDUCT OF BUSINESS

4.1 ROBERT'S RULES OF ORDER.

Robert's Rules of Order, Latest Edition, except where inconsistent with express provisions of law, this Code or other resolutions of the Board of Directors of the Bay Area Air Quality

Management District, shall govern the conduct of meetings of the Bay Area Air Quality Management District Board of Directors.

4.2 MOTIONS.

A Director moving the adoption of an ordinance or resolution shall ordinarily have the privilege of closing debate thereon.

4.3 RECONSIDERATION.

A motion to reconsider any action taken by the Board of Directors may be made only on the day such action was taken or at the next succeeding regular or special meeting. It may be made either immediately during the same session or at a recessed or adjourned session thereof. It may be made only by a Director who voted on the prevailing side, but may be seconded by any member. It may be made at any time and have precedence over all other motions, or while a member has the floor, and shall be considered as is provided in Robert's Rules of Order, Latest Edition. If such a motion is to be brought at a succeeding meeting the Director bringing the motion must notify the Chairperson or the Board Secretary at least ninety-six (96) hours in advance of the meeting.

4.4 SUBSTITUTE MOTION.

The Chairperson may, at his or her discretion, allow a substitute motion to take the place of a main motion pending before the Board if the Chairperson determines that the substitute motion clarifies and furthers the intent of the main motion and does not constitute a drastic deviation from the main motion. The Chairperson's determination to allow a substitute motion may be overruled by a majority of the Board.

4.5 MINUTES - BOARD COMMENTS.

A Director may request through the Chairperson, the privilege of having an abstract of his statement on any subject under consideration entered in the Minutes. If the Board consents thereto, such statement shall be entered in the Minutes. The Director so requesting shall furnish the APCO and Clerk of the Boards, with an abstract or transcript of his statement.

4.6 ADDRESSING THE BOARD.

Persons who are not members of the Board of Directors desiring to address the Board shall first secure permission of the Chairperson to do so. The Chairperson shall ordinarily recognize for the purpose of address to the Board:

- (a) Persons who have addressed written communications to the District may be recognized in regard to the matters under discussion,

- (b) Persons who have made written request for permission to address the Board on any matter outlined in their request, and
- (c) Persons interested in matters under discussion who have appeared for the purpose of protest, petition, or other presentation.

4.7 CLOSE OF PUBLIC HEARING.

After a motion to close a public hearing has been made by a member of the Board, no person shall address the Board until the motion is disposed of.

4.8 PUBLIC PRESENTATIONS TO THE BOARD.

Each person addressing the Board shall step up to the speaker's podium, shall give his or her name and address in an audible tone of voice for the record, and, if appearing in a representative capacity, shall state the party represented or, if appearing in a professional capacity such as attorney-at-law or registered engineer, shall state that fact to the Board. Unless further time is granted by the Board Chairperson, remarks shall be limited as set forth in Section I-4.9. All remarks shall be addressed to the Board as a body and not to any individual member thereof. No person, other than members of the Board and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without the permission of the Chairperson. No questions shall be asked of a member of the Board except through the Chairperson.

4.9 PRESENTATION TIME LIMITS. (Revised 4/5/2006)

Persons addressing the Board shall limit their remarks as follows:

- (a) Persons wishing to speak on items not on the agenda may do so under a time reserved for "public presentation" and shall be limited to five minutes for any single item. Although the Board may refer any issues raised by these speakers to District staff for review, no action may be taken by the Board on these items until they are agendized.
- (b) Persons speaking on agendized items shall be limited to three minutes or at the discretion of the Chair.

4.10 DECORUM.

- (a) **By Directors.** While the Board of Directors is in session the members shall preserve order and decorum and shall not, either by conversation or otherwise, delay or interrupt the proceedings of the Board nor disturb any member while speaking, or refuse to obey the orders of the Board or its Chairperson, except as may be otherwise expressly provided.
- (b) **By Other Persons.** Any person making personal, impertinent, slanderous or indecorous remarks, or who shall become boisterous while addressing the Board, shall be barred by the Chairperson from further discussion before the Board unless permission to continue is granted by a majority vote.

4.11 SERGEANT-AT-ARMS.

At the request of the Chairperson of the Board, the APCO shall obtain the services of a Peace Officer to perform the duties of Sergeant-at-Arms at the meetings of the Board. Whenever necessary, additional Peace Officers may be employed to serve as assistant Sergeants-at-Arms.

SECTION 5 BOARD OF DIRECTORS, VOTING

5.1 VOICE VOTE.

The usual method of taking a vote is by voice; provided, however, that the Chairperson may, and when requested to do so by two (2) Directors, shall, take a vote by roll call.

5.2 ROLL CALL.

All ordinances, rules, regulations or amendments thereto and any matters involving the disbursement of money shall be adopted by roll call, except where a voice vote is declared by the Chairperson to be unanimous, and shall require the affirmative vote of the majority of the

members of the Board. In addition, all proposals to settle any pending litigation in which the District is a defendant in a judicial action, whether approved in open session or in closed session, shall require the affirmative vote of the majority of the members of the Board.

5.3 CONFLICT OF INTEREST.

When one or more members determines that participation by the member(s) is prohibited by Section 87100 of the Government Code, because of the member(s') financial interest, the total membership of the Board shall be deemed to be reduced by the number of members prohibited from participation for the purpose of determining the number of affirmative votes required pursuant to Section I-5.2.

5.4 FAILURE TO VOTE.

If a Director shall remain silent on a voice vote or on a roll call, the Director shall be deemed to have voted with the prevailing side. It shall be the duty of the Directors to vote when present. A Director who has an interest in the matter being voted upon shall announce the fact that the Director has an interest and request permission from the Chairperson to be excused from voting. In such case, the failure to vote shall not be deemed a vote on either side.

SECTION 6 BOARD OF DIRECTORS, COMMITTEES

6.1 SPECIAL COMMITTEES.

All special committees shall be appointed by the Chairperson, unless otherwise directed by the Board.

6.2 STANDING COMMITTEES. (Revised 12/6/06)

Standing Committees of the Board of Directors shall be the following:

- (a) Executive Committee, consisting of the Chairperson of the Board, who shall be Chairperson of the Committee, the Vice-Chairperson of the Board, the Board Secretary, the last past Chairperson and five (5) other Directors appointed by the Chairperson.
- (b) Budget and Finance Committee, consisting of nine (9) Directors appointed by the Chairperson.
- (c) Personnel Committee, consisting of nine (9) Directors appointed by the Chairperson.
- (d) Legislative Committee, consisting of nine (9) Directors appointed by the Chairperson.

- (e) Mobile Source Committee, consisting of nine (9) Directors appointed by the Chairperson.
- (f) Public Outreach Committee, consisting of (9) Directors appointed by the Chairperson.
- (g) Stationary Source Committee, consisting of nine (9) Directors appointed by the Chairperson.
- (h) Climate Protection Committee, consisting of nine (9) Directors appointed by the Chairperson.
- (i) The Chairperson shall be an ex-officio member of all Standing Committees of the Board of Directors.
- (j) Each Standing Committee shall have authority to make recommendations to the Board of Directors for action regarding matters within the scope of the Committee's jurisdiction. A standing committee may discuss but may not make recommendations to the Board of Directors regarding issues outside of its jurisdiction and shall refer such matters to the appropriate committee. Except as specified in this Division or as otherwise specified by the Board of Directors, Standing Committees are not delegated decision-making authority.

6.3 ROTATION OF COMMITTEES.

The membership on committees shall ordinarily be rotated among the Counties so as to secure participation in the work of the District by as broad a representation as may be possible.

6.4 DUTIES OF EXECUTIVE COMMITTEE.

It is the function of the Executive Committee to consider such matters of policy affecting the affairs of the District as may arise from time to time when the Board of Directors is not in session. The Executive Committee shall consult with the officers of the District and, within the scope and limitations of resolutions or other policies adopted by the Board of Directors, shall implement and make more specific the policies and programs of the District and, within such limits determine policies for the officers of the District. The Executive Committee shall not have authority to authorize the expenditure of any moneys otherwise than is appropriated by the budget adopted by the Board of Directors or to alter, change or reverse any policy established by the Board of Directors. (See Section I-6.7) The Executive Committee shall have the responsibility for overseeing and guiding staff activities relative to long range planning and for receiving short range and long range plan proposals submitted by the District staff, as well as goals and objectives of the District; and for endorsing each year a long range plan to be submitted to the Board for its approval, and to the Budget and Finance Committee for its use in reviewing the Budget. The Executive Committee should review the goals and objectives, short and long range plans of the California Air Resources Board to the extent that they are known. The Executive Committee may receive and consider staff reports, presentations by staff members or other persons, and any other matter not requiring action by the Board. The Executive Committee shall subsequently report on such matters to the Board at a regular meeting of the Board.

6.5 BUDGET AND FINANCE COMMITTEE. (Revised 5/3/00)

It is the function of the Budget and Finance Committee to assist in the preparation of the annual budget for the District and to present the annual budget with recommendations to the District Board of Directors. The Budget and Finance

Committee also is responsible for approving administrative policy proposed by the APCO in the area of finance, procurement, insurance and related matters. At Budget review time each year the Committee shall evaluate District goals and objectives and recommend to the Board of Directors any changes, deletions and additions which it determines to be appropriate.

6.6 PERSONNEL COMMITTEE.

It is the function of the Personnel Committee to consider and recommend policies of the District relating to procurement of officers and employees, employment of officers and employees, discharge of officers and employees, salaries and working conditions, and the retaining of consultants. The Personnel Committee shall keep itself informed as to the work of the Advisory Council and Hearing Board, to be informed about persons in the community who may be qualified to serve on the Advisory Council and Hearing Board, and to recommend to the Board of Directors selection of such persons whenever vacancies may from time to time occur in the Advisory Council and Hearing Board.

6.7 LEGISLATIVE COMMITTEE.

It is the function of the Legislative Committee to consider and recommend legislative proposals for the District and to consider and recommend a District position on all proposed legislation affecting the District. The Legislative Committee, in conjunction with District staff and the District Legislative Advocate, will keep itself informed on pending legislative matters and will meet and/or confer with appropriate legislators as necessary.

6.8 NOMINATING COMMITTEE. (Revised 10/4/95)

The Nominating Committee will consist of the Chairperson of the Board, the past Chairperson of the Board and three (3) appointees of the Chairperson of the Board, or in the event the past Chairperson of the Board is no longer serving on the Board, four (4) appointees of the Chairperson of the Board. The Nominating Committee shall be appointed no later than the second Board Meeting in November of each year and shall serve until the appointment of a new Committee. It is the function of the Nominating Committee to recommend to the Board the officers for each calendar year. In making its recommendation, the Committee shall not be bound by a recommendation of a previous Nominating Committee. The Committee need not follow a strict rule of rotation between supervisor and city members but may take into account their proportionate membership on the Board of Directors. Additionally, the Committee shall take into account the provisions of Section I-2.7.

6.9 MOBILE SOURCE COMMITTEE. (Revised 3/18/98)

It is the function of the Mobile Source Committee to consider and recommend policies and positions of the District relating to transportation planning and funding, on-road and off-road mobile sources, and mobile source fuels. The Mobile Source Committee will keep itself informed on actions or proposed actions by local, regional, state and federal agencies affecting air pollutant emissions from mobile sources.

6.10 PUBLIC OUTREACH COMMITTEE

It is the function of the Public Outreach Committee to give overall direction to the District's public outreach program. In addition, the Committee hears proposals and makes recommendations to the Board of Directors regarding the selection of a contractor(s) to assist the District with aspects of the public outreach program. The Committee consists of Board members who vote on issues that come before the Committee.

6.11 STATIONARY SOURCE COMMITTEE. (Revised 2/19/03)

It is the function of the Stationary Source Committee to consider and recommend policies to the Board of Directors relating to stationary sources. The Committee shall recommend to the Board of Directors stationary source policy issues affecting the implementation of the State and Federal Air Quality Management Plans and key planning policy issues such as federal and State Air Quality Management Plan development and air quality and economic modeling. The Stationary Source Committee shall review and make recommendations to the Board of Directors regarding major stationary source programs including: permitting, compliance, small business assistance, toxics, source education, and rule development. The Stationary Source Committee shall recommend to the Board of Directors positions concerning federal and state regulations that affect stationary sources. The Stationary Source Committee shall recommend policies to the Board of Directors for disbursement of supplemental environmental project grants.

6.12 CLIMATE PROTECTION COMMITTEE

It is the function of the Climate Protection Committee to consider and recommend to the Board of Directors policies and positions of the District relating to climate protection activities and funding. The Climate Protection Committee will keep itself informed on actions and proposed actions by local, regional, state, federal, and international agencies and organizations relating to climate protection.

6.13 QUORUM FOR COMMITTEES (Revised 12/6/06)

There is no quorum requirement for a Committee meeting to be held, except that, for the purpose of making a Committee recommendation to the Board of Directors, there is established a quorum of five (5) Committee members.

6.14 COMMITTEE PROCEDURE (Revised 12/6/06)

- (a) Voting. Only members of the Committee shall be allowed to vote on Committee recommendations.
- (b) Minority Report. Any Committee member can submit a Minority Report to accompany the Committee recommendation submitted to the Board of Directors, but may not use District staff to prepare such report.

SECTION 7 ADVISORY COUNCIL

7.1 ACTIVITIES OF COUNCIL. (Revised 1/7/09)

- (a) The Advisory Council shall meet as a full Council a total of up to ten (10) times each year, for the following purposes: In or around January of each year the Advisory Council shall meet in a retreat format to consult with the Executive Officer/APCO to consider topics for no more than four (4) meetings in a symposium format at which presentations and discussion on specific topics shall take place. The topics for these meetings may include, but are not necessarily limited to, the following topics: (1) current developments in health information related to air quality; (2) current developments in technologies and techniques for control of air emissions from stationary sources; (3) current developments in technologies and techniques for control of air emissions from mobile sources; and (4) current developments related to air quality in land use planning and transportation planning. Each of these meetings shall be followed by one meeting at which the presentations made and materials received at the topical meeting are

discussed and a report for the Board's consideration on the specific topic is agreed upon.

- (b) For any single additional meeting, if at least two-thirds (2/3) of the seated members of the Advisory Council determine by a vote taken in a regular meeting of the Advisory Council, or if at least two-thirds (2/3) of the seated members of the Board of Directors determine by a vote taken during a regular meeting of the Board of Directors, that such additional meeting is necessary, the Advisory Council may meet at such additional times and occasions as the Advisory Council, itself, or the Board of Directors shall determine is necessary.
- (c) The Advisory Council shall make recommendations and reports to the Board of Directors on the matters considered at its meetings as the Council determines to be advisable and in such manner and form as the Council determines advisable. The Advisory Council shall consider and report to the Board on specific matters which may be referred to the Council by the Board of Directors or by the Executive Committee of the Board of Directors. The members of the Advisory Council are selected because of their eminence in their professions and fields of endeavor and as representatives of interest groups in the community. The Advisory Council shall consider for the Board of Directors matters which come before the Council to arrive at the best advice upon which the Council may agree, which advice may include the technical, social, economic, environmental and fiscal aspects of such issues.
- (d) No more than four (4) Advisory Council members shall attend meetings other than meetings of the Advisory Council and meetings of the Board of Directors or Board of Directors' Committees at the District's expense.

7.2 TERM OF OFFICE.

The terms of office for members of the Advisory Council are fixed by Health and Safety Code Section 40263.

7.3 LIMITS ON TERM OF OFFICE.

Effective with appointments for terms on the Advisory Council commencing on January 1, 1992, and thereafter, it is the policy of the Board of Directors that members with twelve (12) consecutive years of membership on the Council not be re-appointed to the Council, except that such members who were serving on the Council on the date of adoption of this policy may be appointed to one additional term. A member not re-appointed because of having served twelve (12) consecutive years on the Council shall again be eligible for appointment after an absence of two years from the Council.

7.4 EXPENSE REIMBURSEMENT. (Revised 1/14/09)

Members of the Advisory Council shall be reimbursed for actual and necessary expenses incurred by them in attending meetings of the Advisory Council and meetings and public hearings conducted by the Board of Directors. Mileage, tolls, parking fees, meals and other incidental expenses will be allowed at the same rate as is allowed to Members of the Board of Directors provided that receipts are presented pursuant to Section II-5.6.

7.5 OTHER EXPENSES. (Revised 1/14/09)

Other expenses may be allowed after prior specific approval by a majority of the Board of Directors.

7.6 CLERK CERTIFICATION OF ATTENDANCE AND EXPENSES.

The Clerk of the Boards shall certify to the Director of Administrative Services the attendance and the expense reports of members of the Advisory Council.

SECTION 8 HEARING BOARD

8.1 RULES OF PROCEDURE.

The Hearing Board shall, from time to time, as it may deem necessary, adopt, re-adopt, or amend rules of procedure for the conduct of its hearings and for the conduct of matters which may be submitted to it and which are not inconsistent with law.

8.2 EXPENSE REIMBURSEMENT. (Revised 10/04/00)

Members of the Hearing Board may be paid for actual and necessary expenses incurred by them in attending meetings of the Hearing Board, the Board of Directors, Advisory Council and public hearings conducted by the Board of Directors. Mileage, tolls, parking fees, meals and other incidental expenses will be allowed at the same rate as is allowed to the Directors provided that receipts are presented pursuant to Section II-5.6). They shall be allowed a per-diem of one hundred dollars (\$100) for each day attending a meeting, other than meetings of the Hearing Board, when requested to do so by the Board or APCO. They shall be allowed a per diem of four hundred dollars (\$400) for each day attending meetings of the Hearing Board. The Hearing Board Chairperson shall be allowed a per diem of four hundred fifty dollars (\$450) for each day attending meetings of the Hearing Board.

8.3 CLERK OF HEARING BOARD.

The Clerk of the Boards shall be ex-officio the Clerk of the Hearing Board to perform clerical duties for the Hearing Board and to keep and maintain its records.

8.4 CERTIFICATION OF ATTENDANCE AND EXPENSES.

The Clerk of the Hearing Board shall certify to the Director of Administrative Services the attendance and the expense reports of the members of the Hearing Board.

8.5 OTHER EXPENSES.

Other expenses may be allowed after prior specific approval of a majority of the Executive Committee or the Board.

8.6 LIMITS ON TERM OF OFFICE. (Revised 3/16/94)

Effective with appointments for terms on the Hearing Board commencing on May 1, 1994, and thereafter, members with twelve (12) consecutive years of membership on the Hearing Board shall not be re-appointed to the Hearing Board, without exception. A member not re-appointed because of having served twelve (12) consecutive years on the Hearing Board shall again be eligible for appointment after an absence of three years from the Hearing Board.

SECTION 9 REGULATION ADOPTION

9.1 PUBLIC HEARING.

The Board of Directors shall not adopt, amend or repeal any rule or regulation without first holding a public hearing thereon. The vote necessary to adopt, amend or repeal a rule or regulation shall be as set forth in Section I-5.2

9.2 DOCKET FILES.

The APCO shall establish a file for each District rule and regulation which shall include the latest version of the text of the rule and regulation. These are to be known as the Docket Files and are to be regarded as the starting point for the record of any rule-making proceedings which may thereafter occur. Copies of any petitions received by the District from interested persons proposing the adoption, amendment or repeal of a regulation, shall be included in the appropriate Docket File.

9.3 PUBLIC HEARING NOTICE REQUIREMENT.

Notice of the time and place of a public hearing to adopt, amend, or repeal any rule or regulation shall be given not less than 30 days prior thereto in accordance with the provisions specified in the Health and Safety Code for such notice, and by publication in each county of the District pursuant to Section 6061 of the Government Code.

9.4 NOTICE OF PUBLIC HEARING.

The published notice shall include the following information:

- (a) The time and place of the public hearing;
- (b) A brief description of the proposed action;
- (c) A statement that the full text of the regulatory language which is proposed to be adopted, amended, or repealed is available for public inspection at the District office during regular business hours; and
- (d) An invitation for the submission of written public comments to be submitted to the APCO by 5:00 p.m. on the second business day prior to the hearing. The notice shall include the name, address and telephone number of the APCO.

9.5 CONDUCT OF PUBLIC HEARING.

At the public hearing held to adopt, amend or repeal a rule or regulation, the Board shall provide for the submission of statements, arguments, or contentions, either oral, written, or both. In addition, the written comments submitted pursuant to Section I-9.4(d) shall be made available to each Director. Following consideration of all relevant matters presented, the Board may adopt, amend, or repeal a rule or regulation unless the Board determines to make changes in the text originally made available to the public that are so substantial as to significantly affect the meaning of the proposed rule or regulation. The Board shall not take

action on a changed text where the change is so substantial as to significantly affect the meaning of the proposed rule or regulation before its next regular meeting, and shall allow further statements, arguments and contentions either written, oral or both, to be made and considered prior to taking final action.

9.6 FINDINGS.

Before adopting, amending, or repealing a rule or regulation, the District Board shall make findings of necessity, authority, clarity, consistency, non-duplication and reference, as defined in Health and Safety Code Section 40727, based upon relevant information presented at the hearing.

9.7 PUBLIC HEARING RECORDS.

The APCO shall maintain a file of the appropriate rule or regulation which shall be deemed to be the record for that rule-making proceeding. The file shall include the Docket File for the appropriate rule or regulation supplemented by the following:

- (a) Copies of published notices of proposed adoption, amendment, or repeal of the rule or regulation.

- (b) All data and other factual information, any studies or reports, and written comments submitted to the District in connection with the adoption, amendment or repeal of the rule or regulation. The District staff shall ascertain that this material includes all such material on which it relies to support any action which it has recommended to the Board.
- (c) The cost-effectiveness of the control measure and the direct costs expected to be incurred by regulated parties, including businesses and individuals as determined by the District.
- (d) The minutes of any public hearing by the Board in connection with the adoption, amendment or repeal of the regulation.
- (e) The text of the regulatory language as originally proposed to be adopted, amended or repealed, and the modified text, if any, that were made available to the public prior to the adoption.
- (f) A copy of the Board's resolution adopting the change in the rule or regulation.

9.8

RECORD OF ADOPTION.

Following adoption of a change in a rule or regulation, the APCO shall include the rule or regulation as it reads following such adoption in the Docket File.

SECTION 10

RECOGNITION OF EMPLOYEES' ORGANIZATIONS

10.1

GENERAL PROVISIONS.

- (a) It is the purpose of this article to promote full communication between the Bay Area Air Quality Management District and its employees regarding wages, hours, and other terms and conditions of employment. It is also the purpose of this article to promote the improvement of personnel management and employer-employee relations within the District by providing a uniform basis for recognizing the right of employees of the District to join organizations of their own choice and be represented by such organizations in their employment relationships with the District. Nothing contained herein shall be deemed to supersede the provisions of existing State Law and ordinances affecting the District.
- (b) Nothing in this article shall be interpreted as precluding or discouraging the discussion of any and all matters of mutual interest, at the appropriate level, to the end that there be full understanding and cooperation among the parties and that problems be resolved expeditiously.
- (c) Nothing in this article shall be interpreted as precluding or discouraging the District from requesting assistance or advice, whether from outside experts or otherwise, in situations deemed appropriate by the Board.
- (d) If, after meeting and conferring for a reasonable period of time, representatives of the District and the recognized employee organization or organizations fail to reach agreement, the District and the recognized employee organization or organizations together may, but are not required to, submit any matters within the scope of representation to mediation and may make the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the recognized employee organization or organizations.

10.2 REPRESENTATION.

- (a) Management and confidential employees shall not represent any employee organization which represents other than management and confidential employees of the District on matters within the scope of representation.
- (b) Professional employees shall not be denied the right to be represented separately from nonprofessional employees by a professional employee organization consisting of such professional employees.

10.3 REGISTRATION PROCEDURE PRIOR TO RECOGNITION.

- (a) No employee organization shall have rights under this article unless and until it has been registered with the District through the Employee Relations Officer. Employee organizations, having been registered, shall thereafter report in writing to the Employee Relations Officer any changes in the facts submitted in the registration within thirty (30) days of the occurrence of the change.
- (b) The registration shall consist of:
 - (1) the name and address of the employee organization;
 - (2) a list of the officers and principal representatives of the employee organization and a list of designated representatives authorized by the employee organization to act for it in matters within the scope of representation;
 - (3) a statement that the employee organization includes employees within its membership;
 - (4) a statement that the employee organization has, as one of its primary purposes, the function of representing employees in their relations with the District.
 - (5) the designation of two or more persons and their addresses to whom notice, sent by United States mail, or to a specific place at the District office, will be deemed sufficient notice on the employee organization for any purpose; and
 - (6) a statement that the employee organization has no restriction on membership based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

10.4 PROCEDURES FOR ESTABLISHING REPRESENTATION UNITS.

- (a) Representation units shall be established by the Board following submission of requests as hereinafter set forth. The decision of the Board shall be binding on all parties for the period established in Section I-10.4(f).
- (b) The APCO shall make a recommendation to the Board concerning proposed representation units for the District. No District employee shall be included in more than one representation unit. Management and confidential employees shall not be included in a representation unit containing classifications of non-management and non-confidential employees. The Employee Relations Officer shall be guided by the policy of the Board that any single representation unit shall encompass as many position classifications as possible consistent with the full use by employees of the privileges of organization and representation established by this article. Within the limits of this policy, criteria used in recommending representation units may include, but shall not be limited to, such factors as community of interest among employees and the general field of

work. No unit shall be established solely on the basis of the extent to which employees in the proposed unit have previously organized.

- (c) Employees or employee organizations may request of the Board the establishment of a particular representation unit by listing classifications and positions to be included and submitting a petition signed by at least thirty percent (30%) of the full-time regular and probationary employees within the proposed representation unit.
- (d) The Employee Relations Officer shall verify all petitions and, upon verification, shall within ten (10) working days give notice to the employees within the proposed representation unit of the contents of the petition.
- (e) Employees within the proposed representation unit shall have ten (10) working days from the date of notification to submit petitions requesting changes in the proposed representation unit. Such petitions must be signed by at least thirty percent (30%) of the employees within the proposed modified representation unit.
- (f) Petitions for changes in representation units may be submitted not sooner than two (2) years following designation of the representation unit by the Board, except that in the event that the end of such two-year period shall occur during the months of April, May, or June of any year, such petitions may be submitted on or after December 1 of the preceding year.
- (g) For the purpose of this chapter, only full-time regular and full-time probationary employees shall be eligible to sign petitions for the establishment of representation units

10.5

CERTIFICATION AND DE-CERTIFICATION AS A RECOGNIZED EMPLOYEE ORGANIZATION. (Revised 8/6/94)

- (a) An employee organization shall be considered for certification as a recognized employee organization by the Board, through the Employee Relations Officer, following the submission of a request for recognition accompanied by, or in the form of, a petition indicating that at least thirty percent (30%) of the employees within the proposed or existing representation unit desire the petitioning employee organization to be their sole representative.
- (b) The Employee Relations Officer shall verify each petition and, following verification, shall within ten (10) working days give notice to all employees within the proposed or existing representation unit and all employee organizations of the contents of the request.
- (c) Any other employee organization seeking certification as a recognized employee organization to represent the employees of a proposed or existing representation unit for which a request has been submitted and verified pursuant to Sections I-10.5(a) and (b) may, within ten (10) working days of the date of notice given pursuant to Section I-10.5(b), request the Board through the Employee Relations Officer for recognition accompanied by, or in the form of, a petition indicating at least thirty percent (30%) of the employees within the proposed or existing representation unit desire the petitioning employee organization to be their sole representative.
- (d) If the request for recognition shows a proof of employee approval of thirty percent (30%) of the employees within the unit and no challenging petition is filed within ten (10) working days following the date of notice, or, if two or more requests are filed, the Employee Relations Officer, upon verifying all petitions, shall cause a secret election to be conducted or supervised by an

agency independent of the District. All the employees of the representation unit shall be given the opportunity to choose among the petitioning employee organizations and no organization. Full-time employees within the representation unit on the payroll immediately preceding the election shall be entitled to vote.

- (e) The Board shall officially certify as the recognized employee organization the organization, if any, receiving a majority of such ballots cast. If a majority of such ballots cast is for no organization, the Board shall certify that no recognized employee organization represents the employees within the representation unit. If none of the choices on the ballot receives a majority of the ballots cast, a run-off election shall be held between the choices receiving the two highest number of votes. The Board shall certify as the recognized employee organization for the representation unit the choice receiving the most votes in a valid election, or shall certify that no recognized employee organization represents the employees within the representation unit. For any election provided for in this article to be valid, at least fifty percent (50%) of the eligible voters must vote. The Board shall make its official certification within fifteen (15) working days of the official notification of the election results.
- (f) A request for de-certification of a recognized employee organization or for the certification of an employee organization other than the organization currently certified must be accompanied by, or, in the form of, a petition executed by at least thirty percent (30%) of the employees within the representation unit. The Board may also initiate a de-certification petition where, because of substantial changes in District functions, organizational structure, or job classifications within the representation unit, it appears that the recognized employee organization no longer retains significant support among employees within the representation unit. No de-certification petition under this section shall be filed earlier than two (2) years following certification of the recognized employee organization or earlier than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration of the period of time covered by an agreement or memorandum of understanding. The provisions of Section I-10.5(b) and (c) shall apply to a proceeding under this section. The Employee Relations Officer shall cause a secret election to be conducted or supervised by an agency independent of the district wherein the employees within the representation unit on the payroll immediately preceding the election shall be entitled to vote. The recognized employee organization shall be de-certified or changed by the Board only if a majority of those casting valid ballots in an election vote for de-certification or change.
- (g) For the purpose of Section I-10.5(a) through (h), only full-time regular and full-time probationary employees shall be eligible to sign representation petitions or to vote in representation elections.
- (h) Requests for certification as a recognized employee organization may be submitted not sooner than one (1) year following the certification that the representation unit shall not be represented by a recognized employee organization.

10.6 MEETINGS.

- (a) The Employee Relations Officer, and/or others as designated by the Board or APCO, shall meet and confer with representatives of recognized employee organizations on matters within the scope of representation. The recognized employee organizations shall be advised of the name and address of the Employee Relations Officer.

- (b) It is in the interest of the District and of recognized employee organizations that the annual meet and confer process on the subject of salaries, fringe benefits and conditions of employment be brought to a mutually agreeable conclusion prior to that time when the Board adopts its annual budget for the District, which normally takes place in June. In order to meet this goal, the representatives of the District and of the recognized employee organization or organizations shall endeavor to adhere to the following schedule for the conduct of the annual meet and confer process.
- (c) By February 15 of each year, the APCO shall designate three management employees to serve with the Employee Relations Officer as the Board's designated representatives in that year's meet and confer process. The APCO shall designate one of these individuals to serve as chief negotiator.
- (d) During the month of February of each year, the members of the recognized employees organization or organizations should confer among themselves in order to agree upon a list of issues within the scope of representation which the members of the recognized employee organization or organizations wish to address in the course of that year's meet and confer process. In addition, management representatives shall meet and confer among themselves in order to agree upon a list of issues to be addressed in the course of that year's meet and confer process. To the extent practicable, this list shall be drafted in the form of proposed language changes to the then existing memorandum of understanding between the District and the recognized employee organization. These lists should be exchanged by no later than the end of February of each year. **(Revised 9/6/95)**
- (e) The Board's designated representatives shall meet with the designated representatives of the recognized employee organization or organizations at a mutually acceptable time as soon as possible after the submission of each employee organization's list of issues.
- (f) The APCO shall present the matters set forth in each employee organization's list of issues to the full Board at a closed session to be held at the second regularly scheduled Board meeting in March. At this session, the Board shall instruct its designated representatives as to the Board's position on the issues to be addressed during that year's meet and confer process including any issues raised by the Board or by management.
- (g) Beginning in April of each year and until the meet and confer process is concluded, each regularly scheduled Board meeting shall have agendaized a brief closed session in order for the designated representatives to update the Board on the progress of that year's meet and confer process and, if necessary, to enable the Board to modify its instructions to its designated representatives concerning the subjects at issue.
- (h) To the extent practicable, the designated representatives of the Board and of the recognized employee organization or organizations shall meet as often as necessary during the course of the meet and confer process. The parties shall endeavor to bring the meet and confer process to a mutually agreeable conclusion by the first scheduled Board meeting in June.
- (i) The purpose of the meet and confer process is to promote an amicable resolution of issues within the scope of representation. This purpose is best served by following the procedures outlined above. For this reason, it is the view of the Board that the spirit of good faith and mutual obligation which the meet and confer process is intended to foster would be compromised if any recognized employee organization, its officers or designated representatives, or

the designated representatives of the Board, were to circumvent these procedures or deviate from the meet and confer process with respect to any matter which is the subject of an on-going meet and confer process.

- (j) The District staff will furnish any recognized employee organization, on request, with sufficient data on wage rates, job classifications and related matters to enable the recognized employee organization to bargain understandingly and to prepare for meet and confer sessions.
- (k) If after a reasonable period of time, the representatives of any recognized employee organization and the designated representatives of the Board fail to reach agreement concerning any subject matter at issue during an on-going meet and confer process, the Board and the recognized employee organization together may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to the recognized employee organization.
- (l) The procedures outlined in Section I-10.6(b) are intended to apply to issues within the scope of representation which are normally addressed in connection with the District's annual budget process. In the event that other issues within the scope of representation arise outside of the time frame outlined in Section I-10.6(b), either the affected recognized employee organization or organizations, or the Employee Relations Officer, may request in writing that the designated representatives of each party meet and confer concerning said issue or issues. The designated representatives of each affected party shall meet at a mutually acceptable time as soon as possible thereafter concerning the issue or issues specified in said written request.
- (m) All meetings shall occur at District facilities, unless otherwise mutually agreed.
- (n) If the subject of a meeting affects more than one representation unit, a joint meeting will be held with all of the recognized employee organizations affected.
- (o) If agreement is reached, the participants shall jointly prepare and sign a written memorandum of such understanding, which shall be presented to the Board for determination and shall not be binding until approved by the Board.
- (p) Unless otherwise mutually agreed, no more than four (4) District employees, who are representatives of each recognized employee organization, shall be granted reasonable time off without loss of compensation or other benefits when formally meeting and conferring with designated Board representatives on matters within the scope of representation.
- (q) Timely requests in writing for reasonable time off for the purpose of Section I-10.6(p) shall be submitted to the employee's department head or his/her designated representative. Such requests shall include:
 - (1) the name of the employee;
 - (2) the name of the organization represented;
 - (3) the time, place, nature and estimated duration of the meeting.

Any such request may be denied by the department head on the basis of an operational emergency, the existence of which shall be reported by the department head to the Employee Relations Officer, who shall then contact the representative of the recognized employee organization, so that the meeting may be re-scheduled, if the recognized employee organization so desires.

- (r) Except in cases of emergency as provided in Section I-10.6(s), the Employee Relations Officer shall give reasonable written notice to each recognized employee organization affected of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board and shall give such recognized employee organization an opportunity to meet with the Employee Relations Officer of the District.
- (s) In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

10.7 ACCESS TO EMPLOYEES DURING WORKING HOURS.

- (a) Any authorized representative of an employee organization seeking recognition under this article has the right to contact individual employees working within the proposed or existing representation units in District facilities during business hours on matters within the scope of representation, except on matters outlined in Section I-10.7(c) below, providing prior arrangements have been made for each such contact with the department head or his/her designated representative, who shall grant permission for such contact if it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public or by disturbance to others, the department head shall have the right to make other arrangements for a contact location removed from the work area.
- (b) Meetings of representatives of employee organizations seeking recognition under this article and a group of employees shall not be permitted during working hours. The Employee Relations Officer or his/her designated representative may, upon timely application, allow meetings of a representative of an employee organization seeking recognition and a group of employees during the lunch period in District facilities and at convenient dates.
- (c) No contacts shall be permitted during working hours with employees regarding membership, collection of moneys, election of officers, or other similar internal employee organization business.
- (d) Unless otherwise agreed, employees or representatives of employee organizations shall not be permitted to attend meetings or conferences called by District personnel concerning matters arising out of the normal course of District activities.

10.8 AGENCY SHOP. (Revised 8/6/94)

- (a) The District shall deduct and transfer to the Association dues for members of the Association and agency fees for non-member probationary and regular employees who are in job classifications which are non-management and non-confidential.
- (b) Within thirty (30) days from the date of hire any employee who is in a non-management and non-confidential classification may become a dues paying member of the Association or, subject to subsection (e) below, shall thereafter pay an agency fee, in an amount equal to the Employee Association's dues, to the Association. **(Revised 9/6/95)**

- (c) Dues and agency fees shall be withheld by the District twice monthly, and shall be transferred monthly with an itemized statement to the Association member designated in writing as the person authorized to receive such funds, at the address specified.
- (d) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing after such submission.
- (e) No District employee shall be required to join the Association or to make an agency fee payment if the District employee is an actual verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; or if the District employee has personal moral objections to joining or financially supporting employee organizations. Such employee must, instead, arrange to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religious charitable fund chosen by the employee, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code (IRC).

10.9 CONSTRUCTION OF SECTION I-10. (Renumbered 8/6/94)

- (a) Nothing in this section shall be construed to deny any person, organization, or employee any rights granted by federal, state, or local law or charter provision.
- (b) The provisions of this section are intended to be consistent with the provisions of Article 10, Division 4, Title I (Section 35, et seq.) of the Government Code of the State of California.
- (c) If any provision of this section or the application of such provision to any person, organization, employee or circumstance shall be held to be invalid, the remainder of section or the application of such provision to person, organization, employees, or circumstances other than those being held invalid shall not be affected thereby.
- (d) Subject to the limitations pertaining to representation units contained in Section I-10.4(b), nothing contained herein shall be construed to prohibit two (2) or more employee organizations from acting jointly, as a single organization, to register, to petition for a representation unit, or to petition for certification as a recognized employee organization, and if certified, to represent the employees within the representation unit.
- (e) It is recognized that the provisions of this article may require amendments from time to time. The Board, through the APCO, shall consult with employee organizations prior to enacting any such amendments.

SECTION 11 GUIDELINES FOR RECORDS MANAGEMENT AND ACCESS

11.1 RECORDS MANAGEMENT POLICY (New 2/3/10)

- (a) It is the policy of the Bay Area Air Quality Management District to identify, maintain, safeguard, and dispose of records in the normal course of business; to ensure prompt and accurate retrieval of records; and, to ensure compliance with legal and regulatory requirements.
- (b) District records shall be maintained as electronic records to the extent feasible and reasonable. Electronic records shall be created, stored, and maintained in accordance with standards adopted or recommended by the California Secretary of State pursuant to Government Code Section 12168.7.

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- (c) Retention and disposal of records shall be governed by the provisions of Government Code Sections 60201 and 60203 and the provisions below in Sections I-11.3 and I-11.4.
- (d) The APCO is authorized by the Board of Directors to interpret and implement this policy, and, in order to ensure the efficient operation of the District in compliance with all legal requirements, to retain and destroy records in accordance with this policy.

11.2 DEFINITIONS (New 2/3/10)

- (a) Duplicate record – Means a record that is produced by the same impression as the original, or from the same matrix, or by any other technique that accurately reproduces the original in a manner that complies with Government Code Section 60203, subdivisions (a)(1), (a)(2), and (a)(3).
- (b) Electronic record – Means a record created or reproduced in any medium by means of any system requiring the aid of electronic technology to make the record readable or otherwise comprehensible by ordinary human sensory capabilities.
- (c) Original record – Means a record prepared in the first instance or any counterpart intended to have the same effect by a person executing or issuing it. If data are stored in a computer or similar device, any printout or other output readable by sight shown to reflect the data accurately is an "original."
- (d) Public Record – Means any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the District, regardless of physical form or characteristics.
- (e) Record – Means, pursuant to Government Code Section 60201, a "writing" as defined by Government Code Section 6252, subdivision (f), i.e. any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored.
- (f) Retention Period – The length of time a record must be retained to fulfill its administrative, fiscal and/or legal function as specified in the record retention schedule developed in accordance with Section I-11.3.

11.3 RETENTION PERIODS (New 2/3/10)

- (a) Pursuant to Government Code Section 60201, the APCO shall create and periodically revise a record retention schedule that classifies all of the District's records by category and establishes a retention period for each category.
- (b) Pursuant to Government Code Section 60201, the Board of Directors shall adopt by resolution the record retention schedule and any revisions to the schedule.

11.4 DESTRUCTION OF RECORDS (New 2/3/10)

- (a) Except as provided in Section I-11.4(b), a record may be destroyed if:
 - (1) The retention period for the record has passed; or
 - (2) The record is not expressly required by law to be filed and preserved in the format or medium in which it exists, and a duplicate record is retained.

- (b) In no instances is a record to be destroyed if there is a continuing need for the record for such matters as pending litigation or special projects, or if the record falls within one of the categories listed in Government Code Section 60201, subdivision (d).
- (c) The destruction of records pursuant to Section I-11.4(a)(1) shall occur as soon as possible after the retention period has passed.
- (d) The destruction of records pursuant to Section I-11.4(a)(2) may be carried out at any time provided the retained duplicate records comply with the provisions of Government Code Section 60203, subdivisions (a)(1), (a)(2), and (a)(3), which require that:
 - (1) The record, paper, or document is photographed, microphotographed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with Government Code Section 12168.7 for recording of permanent records or nonpermanent records.
 - (2) The device used to reproduce the record, paper, or document on film, optical disk, or any other medium is one that accurately reproduces the original thereof in all details and that does not permit additions, deletions, or changes to the original document images.
 - (3) The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provision is made for preserving, examining, and using the files.

11.5 DISCLOSURE POLICY.

It is the policy of the Bay Area Air Quality Management District that all records not exempted from disclosure by state law shall be open for public inspection with the least possible delay and expense to the requesting party. Additionally, unless otherwise prohibited by law, the District may authorize disclosure of those records identified in Section 6254 of the Government Code where the District determines that such disclosure would benefit the public interest.

11.6 DISCLOSURE PROCEDURE.

- (a) A request to inspect public records in the custody of the District need not be in any particular form, but it must describe the records with sufficient specificity to enable the District to identify the information sought. Records requests should be in writing, and should include the following information:
 - (1) Name, address and plant number of the subject of the request
 - (2) Date range for records to be reviewed
 - (3) Types of records to be reviewed, e.g., complaints, violation notices, permits or variances
 - (4) Type of copies requested, e.g., photocopy, microfiche or printout
- (b) A request to inspect public records should be addressed to the, Enforcement Services Section, Attention: Records Section, Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, California 94109. Telephone inquiries should be directed to (415) 749-4784.
- (c) Except as provided in sub-section (d) below, the District shall make available the records requested, as provided in Section I-11.1 above, within a reasonable

period of time after the date of the request. If, for good cause, the information cannot be made available within a reasonable period of time, the District will notify the requesting person of the reasons for the delay and when the information will be available.

- (d) Within a reasonable period of time after receipt of a request to inspect public records, the District shall advise the requesting person of the following facts when appropriate:
 - (1) The location at which the public records in question may be inspected, and the date and office hours during which they may be inspected.
 - (2) If copies of the public records are requested, the cost of providing such copies, if any.
 - (3) Which of the records requested, if any, have been labeled pursuant to Section 6254.7 of the Government Code as "trade secret" and are not public records.
 - (4) The specific reason why the records cannot be made available, if such is the case. Reasons for unavailability may be, but are not limited to, the following: the records are exempt from disclosure by state law; the records cannot be identified from the information contained in the request; the records do not exist; the District has determined pursuant to Section 6255 of the Government Code that on the facts of the particular case the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the records; or the records in question are not in custody of the District. In the latter situation the District shall, if possible, notify the requesting party of the entity most likely to have custody of the records requested.

11.7 TRADE SECRETS.

Under the provisions of Government Code Section 6254.7, trade secrets will not be disclosed if the following procedure is followed:

- (a) The company whose records are requested may, within fourteen (14) days following notification, identify in writing any material which it claims to be a trade secret as defined in Government Code Section 6254.7 (c), and state the grounds on which the claim is based;
- (b) The claim and grounds will be forwarded to the person seeking disclosure and;
- (c) If the person seeking disclosure notifies the District that disclosure is still desired within five (5) days of receipt of the company's written claim of trade secret, the company will be given ten (10) days notice to apply for a judicial determination that the material in question may or may not be disclosed; however if no such judicial relief is applied for within the ten (10) day period, the material in question will be disclosed.

11.8 REVIEW PROCEDURES FOR DISTRICT DOCUMENTS

- (a) General Policy

Documents provided to the public must be reviewed for quality and accuracy in content. Any technical reports, technical memoranda and data shall be treated as preliminary until a formal quality assurance review is complete. For most documents, this review shall be carried out by the author's supervisor, division director, DAPCO and APCO, in that order.

Until the review process has been completed, documents shall be stamped "PRELIMINARY" or "DRAFT", preferably on each page. Such documents shall not be public records, and shall not be cited, quoted or distributed outside the District without "DRAFT-DO NOT QUOTE OR CITE" on each page

(b) Draft Technical Reports - Peer Review

Drafts of technical reports and technical memoranda generated by District personnel including but not limited to technical reports, abstracts, journal articles and conference papers are often subjected to peer review for accuracy and content by technical experts outside the District. The limited release of a draft or preliminary report for peer review shall not waive the draft or preliminary nature of the report, and the draft or preliminary report shall not be cited, quoted or distributed outside the District other than to those conducting the peer review. Such documents shall be stamped "PRELIMINARY" or "DRAFT" and "DISTRIBUTED FOR PURPOSES OF PEER REVIEW ONLY" on each page.

(c) Documents Intended for Internal Use Only:

Documents intended for internal use only shall include a disclaimer on the cover page that states: "THIS IS A TECHNICAL REPORT INTENDED FOR INTERNAL DISCUSSION ONLY. THIS REPORT DOES NOT REPRESENT DISTRICT POLICY AND IS NOT INTENDED FOR PUBLIC RELEASE. DO NOT CITE OR QUOTE."

(d) District Policy Regarding Technical Papers Written by District Employees:

The procedures set forth in this Section shall apply to all abstracts, journal articles, reference papers and technical reports prepared by District employees within the scope of their employment. Nothing herein is intended to prohibit District employees from publishing articles or delivering papers which may not reflect the policy of the District provided the work is done on the employees own time. However, any such paper, article or report prepared by a District employee outside the scope of his or her employment which has not been subjected to the review process provided for in this Section shall not be a District document, and the employee shall not represent the article or paper as such. Moreover any such paper shall include an explicit disclaimer that the article or paper does not reflect the views or policy of the Bay Area Air Quality Management District.

SECTION 12 COMMUNICATIONS WITHIN THE ORGANIZATION

12.1 COMMUNICATION POLICY.

The policy of the District is to inform all employees promptly and fully of policy plans and changes which relate to or affect their work. The APCO, through each Division Director, is responsible for developing effective communication with all employees. The Personnel Section will prepare "Employee Bulletins" to inform employees of significant developments within the District, including policy changes and other pertinent matters.

12.2 WRITTEN COMMUNICATIONS.

Memoranda between or within Divisions should be addressed specifically to those concerned. The APCO will receive an information copy of Divisional memoranda relating to policy within a Division. Memos shall be dated.

12.3 BULLETIN BOARDS.

Bulletin boards will be maintained on each business floor of the District for announcements, recruitment bulletins and other communications for the information of all District employees. District bulletin boards are for District employees. District bulletin boards are for District business only. The Employees' Association will be allowed use of bulletin boards.

12.4 CONFERENCE PARTICIPATION.

Employees of the District may, with the prior approval of the APCO, or with the Chairperson of the Board in the case of the APCO, attend meetings, conventions, and conferences of specialists, on District time and payroll, within or without the State, at their own expense. In granting approval, the APCO, or the Chairperson of the Board in the case of the APCO, will be guided by whether attendance is apt to increase their professional competence in fields for which they are employed by the District.

12.5 LITIGATION.

From time to time the District and its officers are parties to law suits involving a wide range of factual and legal questions. When an action has been formally commenced (filed with a court and properly served), contacts between the parties are to be made through counsel. Employees are not obliged to speak to any person outside of the District staff regarding pending litigation involving the District. The exception to this rule is the situation in which proper discovery procedure (notice of deposition, interrogatories, requests for admissions) has been followed.

The District Legal Division should be advised of any and all inquiries addressed to an employee by any party or attorney involved in a legal action to which the District is a party.

SECTION 13 COMMERCIAL SOFTWARE POLICY

13.1 LICENSE AGREEMENTS.

All employees shall use software only in accordance with its license agreement. Unless otherwise stated in the license agreement, any duplication of copyrighted software, except for backup or archival purposes, is prohibited. The following points are to be followed to comply with software license agreements:

- a) No employee shall give software to anyone outside the District.

- b) With the exception of software covered by a multi-user site license, all software manuals shall contain the software serial number and shall be maintained in the immediate vicinity of the computer system where the software is installed.
- c) All software used by the organization on District computers will be purchased through appropriate procedures, except as follows: an employee may install software which the employee has legitimately purchased on a single computer system which has been provided by the District for the employee's exclusive use provided that, prior to installation:
 - 1) The employee presents the software to the Information Systems Section (ISS) for a virus scan,
 - 2) The installation and use of the software do not violate the applicable license agreement for that software.

13.2 TELECOMMUTING.

An employee who is participating in an approved telecommuting program may also install software which the District has provided on a District computer system for that employee's exclusive use, on the employee's home computer system provided that:

- a) The employee notifies ISS prior to installation.
- b) The installation and use of the software do not violate the applicable license agreement for that software.
- c) The employee agrees to remove the software when the employee leaves the District or is no longer participating in an approved telecommuting program.

13.3 DATABASE OF SOFTWARE.

ISS will maintain a database of the software products installed on District computer systems and District-provided software installed on employees' home computer systems. ISS may conduct periodic audits of District computer systems to ensure compliance with District policy.

SECTION 14 AMENDMENTS TO ADMINISTRATIVE CODE

14.1 AMENDMENT MECHANISM.

This Administrative Code may be amended at any meeting by a vote of a majority of the members of the Board of Directors provided notice of such amendment has been given at a preceding regular meeting.

Division II

Fiscal Policies & Procedures

SECTION 1 TREASURER

1.1 SAN MATEO COUNTY TREASURER.

The Treasurer of the County of San Mateo shall be ex-officio Treasurer of the Bay Area Air Quality Management District and shall have the duties imposed by law.

SECTION 2 DISTRICT AUDIT

2.1 ANNUAL AUDIT.

The Board of Directors shall contract with either a certified public accountant or the county auditor of one of the counties of the District to make an annual audit of the accounts and records of the District. The minimum requirements of the audit shall be as prescribed by the State Controller and Comptroller General of the United States according to the Single Audit Act Amendments of 1996, Budget Circular 133, Statement on Auditing Standards No. 63, Government Accounting Standards Board Statement 34, and shall conform to generally accepted auditing standards. A report thereof shall be filed with the County Auditor of each of the counties within the District's jurisdiction, the State Controller's Office, the U. S. Environmental Protection Agency, and a copy of the report shall be filed with the Board of Directors, within twelve months of the end of the fiscal year under examination.

SECTION 3 FISCAL PROCEDURES

3.1 BUDGET PROCEDURE.

Not later than the 15th day of January of each calendar year, the APCO shall start the preparation of a tentative budget for submission to the Board of Directors.

3.2 COMPLIANCE WITH GOVERNMENT CODE.

Pursuant to Health and Safety Code Section 40276, the Budgetary procedures for the Bay Area Air Quality Management District shall comply as nearly as possible with the provisions of Chapter 1, Division 3, Title 3, of the Government Code (County Budget Act). On or before the first regular meeting in May, the APCO shall deliver a proposed budget to the Board of Directors pursuant to Section 29064 of the Government Code. The Board shall refer the proposed budget to the Budget and Finance Committee and, when applicable, to the Personnel Committee. The Committees shall consider the proposed budget and report to the Board of Directors at the Public Hearing held pursuant to Section 29080 of the Government Code.

3.3 ACCOUNT TRANSFERS.

- (a) The APCO may make budget transfers between any accounts by notifying the Director of Administrative Services in writing of each such change. This transfer provision does not apply to the transfer of personnel from one program to another or from one expenditure class to another, which will require Board notification.

- (b) Whenever the APCO transfers a position from one program to another, the APCO may also transfer the pertinent funds from permanent salary accounts (and accounts for related benefits). Each such transfer shall be reported by the APCO to the Board of Directors at the next regular Board meeting.
- (c) A Division Director may transfer funds from any account in one program managed by that Director's Division to any account, except permanent salaries, in another program within the same Division, by notifying the Director of Administrative Services in writing of such a transfer, subject to the following restrictions:
 - (1) Total cumulative transfers made pursuant to this subsection to or from either account have not exceeded \$50,000 within the fiscal year.
 - (2) The funds being transferred have not been encumbered.
 - (3) Prior written approval has been granted by the APCO.
- (d) A Program Manager may make transfers between any accounts within that program except permanent salaries by notifying the Director of Administrative Services in writing of such a change, subject to the following restrictions.
 - (1) Total transfers made pursuant to this subsection to or from each account have not exceeded \$20,000 within the fiscal year.
 - (2) The funds being transferred have not been encumbered.
 - (3) The change shall be reported to the Division Director.
- (e) All other transfers of funds require advance Board approval.

3.4 PAYMENT OF CLAIMS.

Claims for items for which funds have been budgeted, or for which authorized adjustments in the budget have been made, shall be made by demand for a check approved by the APCO and directed to the Director of Administrative Services. Such claims shall be supported by such vouchers or other supporting material as may be required by the Director of Administrative Services to establish and identify the claim, the budget item, the delivery of the goods or services, and the justification according to good accounting practices of the payment of the claim. Claims for other items, which have not been budgeted or for which authorized budget adjustments have not been made, shall be presented by the APCO to the Board of Directors at the next succeeding meeting of the Board. Claims involving tort liability of the District, its officers or employees, or un-liquidated claims shall be referred to the District Counsel for recommendation to the APCO and submitted to the District's insurance carrier.

3.5 REFUND OF MONEY.

Any monies paid to the District may be refunded as hereinafter set forth, provided that such payment was made by reason of:

- (a) Duplicate payment.
- (b) Payment made in excess of the actual amount due.
- (c) Payment erroneously collected by reason of a clerical error of the District.
- (d) Payment made less than that required by law and for which no performance may, of a consequence, be had.
- (e) Refund of payment made when request for refund is made prior to any official act and is for an amount justly due.

Claims for refund shall be presented and filed with the District within one year after the claim accrued.

Claims for refund shall be itemized, shall be presented by the claimant or a person acting on behalf of the claimant, and shall show the matters required in Section 711 of the Government Code.

Such claim shall be made under penalty of perjury as provided in the Code of Civil Procedure Section 2015.5 and shall be made by the person or authorized agent or guardian or the person who paid the money, or in case of death, by the executor, executrix, administrator, or administrative of that person's estate.

3.6 APPROVAL OF REFUND CLAIM.

The APCO shall act on the claim in one of the following ways:

- (a) If it is found that the claim is a proper charge against the District for any of the reasons cited in Section II-3.5(a) through (e), the APCO shall allow the claim. Otherwise, the claim shall be denied.
- (b) If it is found that the claim is a proper claim against the District but is for an amount greater than is justly due, it shall be rejected as to the balance. If the claim is allowed in part and rejected in part, the claimant may be required to accept the amount allowed in settlement of the entire claim.
- (c) Claims less than fifty thousand dollars (\$50,000), shall be processed by the Director of Administrative Services, claims fifty thousand dollars (\$50,000) or greater, shall be submitted to the APCO with a recommendation from the Director of Administrative Services for final action. Rejected claims shall be submitted to the Board of Directors, with a recommendation from the APCO, for final disposition
- (d) Refund deposits when the purpose for which such deposit was made has been achieved and there is no financial loss to the District.

The APCO shall execute such forms as are prescribed by the Director of Administrative Services, attach thereto the verified claim for refund, with the action endorsed thereon, and transmit same to the Director of Administrative Services.

3.7 REFUND PAYMENT.

The Director of Administrative Services is hereby authorized and directed to draw a check on the Treasurer in the amount of such refund as is allowed.

SECTION 4 PURCHASING PROCEDURES

4.1 DISTRICT PURCHASING AGENT.

The APCO shall be ex-officio Purchasing Agent for the Bay Area Air Quality Management District. The APCO shall negotiate to obtain the best price obtainable on all goods and services required by the District.

4.2 SPECIFICATIONS.

In all cases where written specifications are prepared and submitted for public bidding, wherever a trade name is specified the specifications shall contain the phrase "or equal" and a bidder shall be allowed to bid upon a specified trade name product or its equivalent in quality and performance. Specifications must include all criteria to be considered by the District in selecting a successful bidder. Wherever possible, purchasing of items of supply shall be through member counties or businesses in the nine (9) county District Area.

4.3 CONTRACT LIMITATIONS.

The APCO or designee shall execute, on behalf of the Bay Area Air Quality Management District, contracts for purchase of supplies and materials and services costing not more than seventy thousand dollars (\$70,000). Contracts for more than seventy thousand dollars (\$70,000) shall be signed by either the Chairperson of the Board of Directors, or the APCO after being directed to execute such a contract by resolution of the Board of Directors.

For efficiency, recurring payments for routine business needs such as utilities, licenses, office supplies and the like, more than, or accumulating to more than seventy thousand dollars (\$70,000) shall be presented in the quarterly Financial Report.

4.4 CONTRACTS WITH MINORITY BUSINESS ENTERPRISES AND WOMEN'S BUSINESS ENTERPRISES.

It is the policy of the Board of Directors of the Bay Area Air Quality Management District that the District comply with its DBE Program where appropriate and encourage minority, veteran, and women owned businesses bid on contracts with the District.

4.5 PURCHASE REQUESTS.

Purchase requests for supplies, equipment and/or services must be completed and submitted to the Business Manager in the Administrative Services Division prior to any order being given to a vendor. The name of the suggested vendor should be included in the request, as well as the cost, tax and estimated shipping charges.

Any deviation from this procedure must have prior written approval of the Business Manager, Finance Manager or Director of Administrative Services.

Purchases requests exceeding the remaining balance of unexpended funds within the budget for each line item for a section must be accompanied by an approval for a transfer of funds as described in Section II-3.3. The approval document must indicate the line item for the source and destination of the transfer of funds.

4.6 CONTRACTS.

(a) PURCHASING POLICY.

(1) Methods of Purchasing:

- (A) FORMAL BID** - A bid obtained under sealed bid procedures and which is publicly opened and read.
- (B) INFORMAL BID** - A written bid solicited from a vendor when the cost of the equipment or services/supplies is so low as to not justify the costs of the formal bidding procedures.
- (C) TELEPHONE BID** - Telephone bids may be utilized by the Business Manager/designee when, in the judgment of the APCO or Director of Administrative Services, the best interest of the District may be served due to the need for immediate delivery or for other valid reasons.
- (D) MONOPOLY/SINGLE SOURCE BID** - An award may be made without a formal bid when the item to be purchased can be obtained from only one source and the item/service is one which does not lend itself to substitution. Said bids must be confirmed in writing.
- (E) PRIOR BID/LAST PRICE** - An award may be made on the basis of a prior bid or on the basis of a last price, if the conditions of a previous purchase are the same.

- (F) LETTER QUOTATION - Letter quotation is an informal, written offer made to the District by a vendor.
- (2) Formal bidding shall be used by the District when economies of scale can be achieved or when there are equal or competitive products and also when discounts are applicable
- (3) Where federal money will fund all or part of the goods/services that will be purchased the proposals, bids or other documents prepared, shall include the following information: 1) the percentage of the total costs of the goods or services which will be financed with federal funds; 2) the dollar amount of federal funds for the goods or services; and 3) the percentage and dollar amount of the total costs of the goods or services that will be financed by non-governmental sources (per Public Notification Requirement Appropriation Laws).
- (4) In all cases in which written specifications are prepared and submitted for public bid and a trade name is specified, the specifications shall contain the phrase "or equivalent" and the bidder shall be allowed to bid upon such. The Director of Administrative Services shall determine whether the proposed alternative is equivalent.
- (5) The District reserves the right to accept one part of a bid and reject another, and to waive technical defects, if to do so best serves the interests of the District.
- (6) Subject to other provisions of District policy, a bid will be awarded to the bidders offering the best value for quality goods and services. The following may be considered in determining the bid that provides the best value: bid price, proven cost-effectiveness, extended warranty, extended quality discount, esthetic value, expedient delivery of goods or services or other features of sufficient value.
- (7) The preparation of detail specifications may be waived by the APCO if any of the following circumstances are present:
- (A) Public health or property may be endangered by delay.
 - (B) Cost of labor will exceed savings.
 - (C) Required dates cannot be met.
 - (D) Monopoly/single source items are required.
 - (E) Prior experience has proven that a particular material, type of equipment, supplies or service is more economical to the District.
 - (F) The cost to prepare detailed plans/specifications or bids will exceed possible savings that could be derived from such plans/specifications or bids.
 - (G) Emergency purchases.
 - (H) Value of contract is less than \$25,000.
- (b) SERVICES OF CONSULTANTS.
- (1) Consultant Selection Policy
- (A) Due to the nature of the work to be performed or the level of staffing required, it may, from time to time, be necessary to utilize the services of outside consultants who are not employees of the District.
 - (B) It is the policy of the District in the selection of any required outside consultants to encourage participation of minority, women and/or

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disadvantaged business enterprises in the bidding process in accordance with Section II-4.4.

(C) Prior to release of a request for consulting services, the following shall be prepared:

- (i) A statement of the work to be performed,
- (ii) A statement of the qualifications of persons necessary to perform the requested work, which can include a specification of experience/education/training in general or specific fields; and
- (iii) An assessment of the resources needed to carry out the project, i.e. capital equipment or supplies.

(D) Determination of Provider Services

Based on an evaluation of the information prepared according to Section II-4.6 (b)(1)(C), and any other information gathered, the APCO or designee shall evaluate the ability of staff to perform all or part of the work. If it is determined that all or part of the work should be performed by an outside consultant, the APCO shall determine if the work should be performed by sole source or whether it should be performed after a bid solicitation and award.

(E) Contracts for temporary employment services or consultant services shall meet the requirement of the District Purchasing Policy.

(c) **BID SOLICITATION.**

(1) For all contracts for goods or services with a value of \$70,000 or greater, the following documents shall be prepared as required by the person(s) designated by the APCO.

- (A) Instructions to Bidders (for written bids)
- (B) Proposal Submittal Requirements
- (C) Draft contract, including all terms and conditions of the work to be performed, and
- (D) A list of potential bidders

(2) The following steps will be followed to identify potential bidders for all contracts for goods or services with a value of \$40,000 or more, but less than \$70,000.

- (A) All qualified suppliers of the required goods or services with outlets in the Bay Area shall be contacted (in the case of informal or telephone bids); or
- (B) At least one supplier of the required goods or services in each of the Bay Area counties shall be contacted (in the case of informal or telephone bids); or
- (C) The steps listed in Section (3) shall be followed.

- (3) The following steps will be followed to identify potential bidders for all contracts for goods or services with a value of \$70,000 or more.
 - (i) Bids shall be solicited by any method as allowed in Section 4.6 (a) on purchases of services, materials or supplies excluding scientific and technical equipment and services uniquely available from a sole source. Where all sources of such services, materials or supplies in the Bay Area are known, bids may be requested from such sources by all means when it is deemed by the APCO or designee to be in the best interest of the District.
- (4) The APCO may waive the provisions of this section or award a sole-source bid if:
 - (A) The cost of labor for preparation of the documents exceeds the possible savings that could be derived from such detailed documents; or
 - (B) Public health or property may be endangered by delay; or
 - (C) Prior experience has shown that the desired services are only available from the sole-source; or
 - (D) Other circumstances exist which require such waiver in the satisfactory interests of the District.
- (d) BID AWARD.
 - (1) Prior to accepting a bid that is not the lowest of three qualified and responsive bids, other qualified and responsive bidders will be provided with an opportunity to match the additional features provided in the bid of highest value. These bidders will be provided with a list of the features, but not the price.
 - (2) The requesting staff person shall present to the APCO their evaluation of the bids and a recommendation for the award. Upon approval of the recommendation, staff shall negotiate an agreement and prepare it for the APCO's signature.
 - (3) If the APCO determines that no bidder could satisfactorily serve the interests of the District, the APCO may decline to make an award.
 - (4) The District reserves the right to have an Evaluation Panel comprised of District employees to review and analyze the bids and offer a recommendation of acceptance of a bid to the Director of Administrative Services. Upon review of the recommendation of the panel, the Director may accept or reject the recommendation of the panel. If accepted, the Director will recommend award of the bid to the APCO for his review/approval. If the recommendation of the panel is rejected by the Director of Administrative Services, the panel will reconvene to review the bids further.
 - (5) Further renewal of any contract that has been awarded for two consecutive years without competitive bid shall require APCO or Board approval depending upon authorization of the contract to be extended. Service contracts with the original manufacturer of equipment or software are exempt from this requirement.
 - (6) The District shall rebid a contract for financial auditing services every three years.

FISCAL POLICIES AND PROCEDURES

SECTION 5 ALLOWABLE EXPENSES

5.1 DIRECTOR TRAVEL EXPENSES.

The Board of Directors shall be reimbursed for actual and necessary expenses, including meals, incurred by them in the performance of their duties, and for travel incurred by them in the performance of their duties, and for travel expenses outside of the District when authorized by the Board of Directors or the Chairperson of the Board in cases where short notice prevented authorization by the full Board. Directors shall be reimbursed for mileage at the rate per mile allowed by the Internal Revenue Service each year. Mileage shall be allowed to Directors for meetings of the Board of Directors and for committee meetings from their homes to the office of the District or to such other place as the meeting of the Directors or the committee, or other official business, may be held. Necessary incidental expenses shall include all reasonable charges for bridge tolls and for parking.

5.2 DIRECTOR PER DIEM MEAL EXPENSES.

The Board of Directors is authorized to include meals in their expenses, when such expenses occur as a result of attendance at Board, committee or other authorized functions and provided that receipts are presented as required by Section II-5.6.

5.3 INCIDENTAL EXPENSES OF DIRECTORS AND APCO.

Actual and necessary incidental expenses in attendance at other meetings or on direction of the Board or Chairperson of the Board, or in conference on District business with qualified persons, shall be allowed to the Board of Directors and the APCO.

5.4 EMPLOYEE EXPENSES.

Employees shall be reimbursed for actual and necessary expenses, including meals, incurred by them in the performance of their duties provided that receipts are presented as required by Section II-5.6.

- (a) Employees shall be reimbursed for mileage at the rate per mile allowed by the Internal Revenue Service each year, plus necessary bridge tolls and parking charges. Mileage will ordinarily be computed from the District, except when an employee leaves from a location nearer the destination.
- (b) Travel of employees outside the District area on official business shall be at the direction of the APCO or his designee and with prior specific approval. The APCO shall approve out-of-state travel only after determining that there is no acceptable, lower cost alternative to the travel. Travel outside of-the state must be reported to the Board of Directors at the next regularly scheduled meeting.
- (c) Employees attending meetings, hearings, or conferences with qualified persons at the direction of the APCO in an official capacity will be allowed actual and necessary incidental expenses incurred in connection with such attendance, and shall submit travel requests on appropriate forms.

5.5 TRAVEL REPORTS.

Upon request by the APCO or supervisor, it shall be the duty of any assistant, deputy or employee whose duty it has been made to attend a conference or meeting outside of the District to file a reasonably complete report with the APCO.

5.6 RECEIPTS FOR EXPENSES.

Vouchers or receipts shall be presented to the Director of Administrative Services for all necessary and incidental expenses, provided, however, that vouchers need not be presented for bridge tolls, parking charges, telephone calls, meals and other miscellaneous travel and incidental expenses, the individual items of which do not exceed ten dollars (\$10.00), provided further, that at the discretion of the APCO, employees of the District may be required to present such receipts or vouchers for amounts less than ten dollars (\$10.00) for purposes of internal control.

5.7 TRAVEL EXPENSE ADVANCES.

Advance payment for travel expenses may be authorized by the APCO to cover expenses which will be incurred by District personnel on approved travel. Such payments may include costs of transportation and other anticipated major expenses.

Division III

Personnel Policies & Procedures

SECTION 1 GENERAL POLICIES

The personnel policy of the Bay Area Air Quality Management District is to ensure District employees of uniform procedures for handling personnel matters and to maintain the efficiency of the District's operations through the employment of competent persons. The District seeks to provide working conditions that will be conducive to good morale.

This personnel policy is applicable to all employees of the District. However, some items herein may be superseded by provisions of the Memorandum of Understanding in effect between the District and the Employees' Association. Unless specifically made applicable to all employees by a resolution of the Board of Directors, conflicting provisions in the MOU will apply only to those persons in the representation units encompassed by the Employees' Association.

The personnel policies and procedures of the District are patterned after the State of California's Rules and Regulations.

The responsibility and authority for setting personnel policy and procedures are vested in the Board of Directors. The Personnel Committee of the Board is responsible for receiving recommendations from staff and other sources concerning policy and practices and making recommendations to the Board of Directors.

The responsibility and authority for the administration of the policy and procedures are vested in the APCO.

1.1 Representation Units

The staff of the District are represented by one of the following four Representation Units: Technical/General, Professional, Confidential or Management. The Technical/General Unit includes those employees identified as members of the Clerical and Technical classes except for those employees included in the Confidential Unit. The Professional Unit include those employees identified as members of the Professional classes. The Confidential Unit include those employees identified as members of the Legal Services class, the Personnel class and Executive Secretaries. The Management Unit include those employees identified as members of the Management classes. The above mentioned classes are described in Section III-5.7.

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY POLICY (Revised 7/20/94)

The Board of Directors of the Bay Area Air Quality Management District affirms its policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.

To effect its policy of equal employment opportunity, the Board commits itself and the District to implementing an Affirmative Action Plan. The plan is designed to achieve the goal of a District work force which reflects the gender and ethnic minority work force composition of the nine Bay Area counties covered by the District.

Provisions of the Affirmative Action Plan of the District prevail over the Memorandum of Understanding.

2.1 OBJECTIVES. (Revised 7/20/94)

- (a) The District will insure that each employee and applicant is afforded an equal opportunity in all aspects of the employment process without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (b) The District will analyze its work force and the population of the Bay Area to identify areas where women and ethnic minorities are underutilized.
- (c) The District will establish practical short range and long range hiring, promotion and training goals to eliminate under utilization.
- (d) The District will take affirmative action to increase the number of ethnic minority and female employees in all occupational categories.
- (e) The District will establish and administer programs for employment, training and promotion of employees to aid in reaching the goals and objectives of the Affirmative Action Plan.
- (f) The District will establish responsibility for carrying out the goals and objectives of the program, appoint an Affirmative Action Officer, and establish an Affirmative Action Council.
- (g) Establish a timetable for implementation of objectives and goals.
- (h) Sexual harassment is contrary to basic standards of conduct between individuals and is prohibited by EEOC regulations. The District will therefore insure that the workplace is free from sexual harassment. Sexual harassment is defined in EEOC regulations, and includes, but is not limited to, the following: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.
- (d) The District will insure that no qualified person will be discriminated against on the basis of a disability. All qualified persons that can perform the essential functions of the job, with or without reasonable accommodation that does not create "undue hardship" for the District, shall be provided an equal opportunity for employment and promotion. All terms used in this section are defined in the regulations implementing the Federal Americans with Disabilities Act.

2.2 RESPONSIBILITY FOR AFFIRMATIVE ACTION. (Revised 7/20/94)

- (a) The Air Pollution Control Officer of the District has the overall responsibility to the Board of Directors for actions by the staff in planning, coordinating, implementing, evaluating and reporting on all phases of the Affirmative Action Plan and of the Equal Employment Opportunity Policy.
- (b) The responsibilities of the Affirmative Action Officer, the Personnel Manager, and the Affirmative Action Council are delineated in the Affirmative Action Plan.

2.3 DISCRIMINATION COMPLAINT PROCEDURE (Revised 9/6/95)

Unlawful discrimination refers to discrimination based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

An employee or group of employees who believes an incident involving a violation of the District's equal employment opportunity policy has arisen, may submit the complaint (in writing) to the Equal Opportunity Officer.

- STEP 1 The written complaint must be received by the Equal Opportunity Officer within 30 days of the alleged discrimination and must specify the particulars of the alleged discrimination, including specific acts and/or statements. Although the specific act must have occurred within 30 days, supplementary or background information supporting the complaint may be included. If a complaint is received in an incomplete form, the Equal Opportunity Officer will advise the complainant that help in its preparation can be arranged. A group of employees filing at the same time must allege acts of similar nature to be considered for class action.
- STEP 2 The Equal Opportunity Officer will evaluate the complaint and, if necessary, conduct an investigation.
- STEP 3 Discrimination complaints found by the Equal Opportunity Officer to be valid will be forwarded to the APCO for appropriate action. Complaints found by the Equal Opportunity Officer to be invalid may be appealed to the APCO within ten (10) working days of the Equal Opportunity Officer's decision. Any complaint decision forwarded or appealed to the APCO shall be acted upon within ten (10) working days of receipt. If the employee is not satisfied with the action of the APCO, the employee may request the complaint be heard by the Personnel Committee of the Board of Directors. The employee will submit the complaint to the Personnel Committee within fifteen (15) working days of the action of the APCO.

SECTION 3 RIGHTS AND OBLIGATIONS

3.1 MANAGEMENT RIGHTS.

The rights of the District management include, but are not limited to, the exclusive right to, subject to the provisions of the Memorandum of Understanding and consistent with applicable laws and regulations:

- (a) Determine the mission of its constituent departments, boards, and staff committees.
- (b) Set standards of service.
- (c) Determine the procedures and standards of selection for re-employment and promotion.
- (d) Hire, promote, transfer, assign, retain in position, direct, or take other non- disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- (e) Maintain the efficiency of all operations and exercise complete control and discretion over its organization and the technology of performing its work.
- (f) Determine the methods, means and personnel by which District operations are to be conducted.
- (g) Determine the content of job classifications.
- (h) Take all necessary actions to carry out its mission in emergencies.

3.2 EMPLOYEE RIGHTS.

- (a) The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
 - (1) Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
 - (2) Refuse to join or participate in the activities of any employee organizations.
 - (3) Represent themselves individually in their employment relations with the District.
- (b) The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Sec. 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
- (c) The District and the Association shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of these rights.
- (d) Any matter which is within the scope of the Meyers-Milias-Brown Act and is within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.

3.3 DISCIPLINARY ACTION AND RIGHT OF APPEAL.

- (a) The APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served personally or by registered mail on such employee. The notice will state the action to be taken and contain the reasons for such action.
- (b) Any employee shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.

3.4 OATH OF ALLEGIANCE.

Employees of the District will sign an oath of allegiance as required by the laws of the State of California.

3.5 PHYSICAL EXAMINATIONS.

A physical examination or a personal statement of good health may be required by the District after an employment offer has been made.

3.6 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT.

In order to ensure a work environment that is free from all forms of unlawful discrimination or harassment, the following kinds of conduct, as defined by the Federal Equal Employment Opportunity Commission (EEOC), are prohibited:

"Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or

effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

The regulations of the California Fair Employment and Housing Commission also define harassment broadly to include:

- (a) Verbal harassment, e.g., epithets, derogatory comments or slurs (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (b) Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (c) Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation;

3.7 EMPLOYEES' TIME OFF TO VOTE.

Employees who wish to vote in the national and state elections may claim time off to vote under the provisions of the State Election Code, Section 14350:

"If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provision of this section."

3.8 DRUG-FREE WORKPLACE.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on District premises or while conducting District business off-premises is prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The District recognizes drug dependency as an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to use the District's employee assistance referral program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of the conviction must be made within five (5) days of the conviction.

3.9 SAFETY

The District subscribes to and fully supports the purpose, principles, and intent of the Occupational Safety and Health Act of 1970 and complies with all applicable Federal and State laws which relate to health and safety. The District has established a Safety Committee to assist in compliance with the Act. The Safety Committee shall be comprised of two

members of District management and three members chosen by the Association, with at least one from each unit, and the members shall choose a chairperson from its members to serve a term of one year. The Personnel manager shall serve as an ex-officio member.

The Safety Committee shall make inspections of the work place as needed. They will meet once every two months to discuss safety matters, including serious accidents and accidents which result in lost time as soon after the occurrence as practical. The Committee shall provide a summary of the meeting and accident findings to the APCO. The APCO shall respond to the Safety Committee's recommendations within ten (10) working days.

Employees shall report unsafe working conditions to their immediate supervisor and may report these conditions to the Safety Committee.

3.10 WORKPLACE VIOLENCE

The District is committed to providing a safe workplace for all employees, which includes preventing workplace violence. In order to achieve this objective, the cooperation of employees and their supervisors is critical. Both employees and supervisors should be aware of early warning signs of potentially violent situations and how to respond. Threatening words or actions should be treated seriously. In the event that a violent or potentially violent situation does arise, the following steps are to be followed:

- (a) If there is an immediate threat to the personal safety of an employee in the field, the employee shall contact local law enforcement authorities as soon as possible. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.
- (b) If there is an immediate threat to the personal safety of an employee in the District offices, the employee shall contact District security by dialing 5158, or if there is no answer after two rings, by dialing 0 and asking the operator to send District security to the employee's work area. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.
- (c) As soon as possible after any such incident, the employee shall complete a Critical Incident Report. All such reports shall be routed to the District Legal Division and to the Personnel Section of the Administrative Division through the APCO. The Personnel Section shall maintain a Critical Incident Log of all such reports. The Legal Division shall review each such incident and shall make a formal recommendation to the APCO regarding further action to be taken.
- (d) Within one week after receiving the Legal Division's recommendation, the APCO shall prepare a memorandum setting forth the key facts of the incident and the APCO's formal determination of further action to be taken as a consequence of the incident. This memorandum shall be forwarded to the Personnel Section to be maintained as part of the Critical Incident Log and shall be distributed to all Division Directors for dissemination to District employees who might encounter a similar incident in connection with their workplace activities.

3.11 SMOKEFREE WORK SITE

In recognition of the District's leadership role in public health and air quality, and inasmuch as smoking is a leading contributory factor in many causes of death in California, the District hereby adopts a policy that promotes nonsmoking at the work site.

It is the intent of the District to provide a work atmosphere which is as free as is practicable of tobacco use and its undesired effect. This policy is applicable to all District facilities or other areas controlled by the District, whether leased or owned, including space in buildings shared with other agencies or businesses. This policy shall extend to District-owned vehicles unless specifically exempted by the APCO because the vehicle is only used by smokers.

- (a) **DEFINITION:** "Smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, pipe, or other lighted smoking equipment for tobacco or any other plant.
- (b) **IMPLEMENTATION:** Smoking is strictly prohibited in the District office and satellite offices except the following designated areas:
 - (1) On the District Office roof area
 - (2) Portals (open to atmosphere) that lead to the rear emergency exit stairwell (however, smoking in the stairwell itself shall always be prohibited)

Designated smoking areas may be redefined if the District finds that smoke from these areas interferes with the health and safety of District employees.

"Smoke breaks" will be permitted at the discretion of the supervisor and the employee, in lieu of regular breaks or rest periods.
- (c) **ADMINISTRATION OF THIS POLICY:** Managers and supervisors are responsible for informing all employees in their charge of the District's smoking policy. All new hires will be advised during orientation to the District.
- (d) **CONFLICT RESOLUTION:** Alleged violations of the policy may be reported through the existing Safety incident report process as specified in the Memorandum of Understanding. Employees violating the policy will be subject to disciplinary measures, including termination of employment.

3.12 Fraud, Misconduct, and Dishonesty in the Workplace. (Addition 12/02/09)

- (a) It is the policy of the District to prevent, investigate and correct fraud, misconduct and dishonesty in the workplace.
- (b) No employee shall commit fraud or acts of misconduct or dishonesty against the District or in connection with his or her District employment.
- (c) Fraudulent acts and acts of misconduct and dishonesty in District employment include, but are not necessarily limited to, the following:
 - Forgery or unauthorized alteration of District financial records, including checks and warrants payable to or by the District;
 - Misappropriation of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
 - Misappropriation of District funds and securities;
 - Falsification of employee timesheets or District work reports and products;
 - Knowingly false reporting or handling of District funds for financial transactions;
 - Having a personal financial interest in any purchase, sale or contract with a vendor or contractor made by the employee in his or her capacity as a District employee;¹
 - Unpermitted personal use or receipt of District assets, goods, funds, and services;
 - Unauthorized solicitation or acceptance of, gifts, gratuities, or other consideration from contractors, vendors or consultants providing goods or services to the District;

¹ Cal. Government Code section 1090.

- Solicitation of, asking, acceptance of, or agreement to accept any gratuity, gift or other consideration from someone other than the District for performing District employment;²
 - Solicitation of, asking, acceptance of, or agreement to accept a bribe for taking action in one's capacity as a District employee in a matter that is pending or that may take place;³
 - Knowingly unpermitted disclosure of confidential or proprietary District information to non-District persons and entities;
 - Intentional or negligent, unpermitted destruction or damage of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
 - Use of, or being under the influence of, alcohol or illegal drugs in the course of performing District duties and responsibilities; and
 - Willful failure to perform the duties and tasks of one's District employment.
- (d) Retaliation against an employee who reports reasonable suspicion of the existence or occurrence of an act of fraud, misconduct or dishonesty is prohibited.

SECTION 4 GRIEVANCE PROCEDURE

4.1 DEFINITION.

A grievance is an employee claim of an alleged violation, misunderstanding, or misinterpretation of a specific section of the Memorandum of Understanding, or any matter within the scope of the Meyers-Milias-Brown Act, or any disciplinary action or demotion not covered by Section III-9.3. The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. Herein is a systematic procedure for obtaining consideration of grievances.

4.2 STEPS IN THE GRIEVANCE PROCEDURE.

STEP 1. An employee who believes he or she has a grievance will first discuss the grievance with his or her immediate supervisor. The employee must report the grievance to the supervisor within ten (10) working days after the occurrence. After meeting with the employee and attempting to resolve the issue, the supervisor will discuss the decision with the employee within ten (10) working days of the submission of the grievance.

STEP 2. If the employee is not satisfied with the decision at STEP 1, the employee may submit the grievance in writing within ten (10) working days to the Division Director. The written grievance will specify the particulars of the matter including specifically citing articles. The Association will be given written notice of grievances taken to STEP 2. The Division Director or a designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of the grievance.

² Cal. Penal Code section 70.

³ Cal. Penal Code section 68.

STEP 3. If the employee is not satisfied with the division's decision, the employee may submit the grievance in writing within ten (10) working days to the Air Pollution Control Officer. The written grievance will specify the same particulars of the matter including specific articles. The Air Pollution Control Officer or designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of grievance.

STEP 4. If the employee is not satisfied with the Air Pollution Control Officer's decision, the employee may within ten (10) working days request of the APCO that the grievance be heard before an impartial grievance advisor. The written grievance will specify the same particulars of the matter including specific articles. Within ten (10) working days of receipt of such request, the APCO shall notify the appropriate agency with a request that copies of all future correspondence be sent to the grievant or grievant's representative.

The grievance advisor will be selected mutually by the District and the employee. The District and the employee will select a grievance advisor from the American Arbitration Association or the California Conciliation Service, depending on the nature of the grievance. The rules and procedures of the American Arbitration Association or the California Conciliation Service, as applicable, will prevail, including its procedure for selecting an arbitrator who will serve in the capacity of grievance advisor.

The advisor will render a decision which will not be binding on either party. The grievance advisor will direct the decision to the grievance matter at hand and to the specific articles mentioned therein. Within five (5) working days of receipt of the advisor's decision, the APCO will review the findings and inform the employee of his decision.

The costs incurred for the grievance advisor will be borne equally by both parties to the grievance.

STEP 5. If the employee is not satisfied with the APCO's reconsideration, the employee may request the decision be heard by the Personnel Committee of the Board of Directors. The employee will submit the grievance to the Personnel Committee within fifteen (15) working days of the APCO's reconsideration. The Personnel Committee will schedule the grievance hearing within thirty (30) working days and will render a final decision in the matter. The Personnel Committee will consider only the record of the hearing before the grievance advisor and any additional statements which the employee and the APCO may wish to make. Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review of the Personnel Committee's decision shall be filed in the appropriate court not later than 90th day following the date on which such final decision is rendered.

4.3 GENERAL PROVISIONS.

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and level of supervision specified in the steps outlined above.
- (b) Employees will be assured freedom from reprisal for using the grievance procedure.
- (c) Grievances involving disciplinary actions will commence at STEP 2 of the grievance procedure, except discharge cases, which will commence at STEP 3.

- (d) Employees may request the assistance of a steward or another person in preparing and presenting the grievance.
- (e) Failure of the employee to submit the grievance within the time limits of any step of the procedure will constitute a withdrawal of the grievance. Failure of the District to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance Procedure.

4.4 ASSOCIATION GRIEVANCE.

The Association may file a grievance, pursuant to Section III-4.2 above, on an alleged violation, misunderstanding, or misinterpretation of Division III of this Administrative Code or of the Memorandum of Understanding.

4.5 EMPLOYEE GRIEVANCES.

Employees may file a grievance, pursuant to Section III-4.2 above, regarding any alleged violation, misunderstanding, or misinterpretation of any matter within the scope of the Meyers-Milias-Brown Act which includes, but is not limited to, the following provisions of Division III of this Administrative Code: Overtime; Temporary Disability Leave; Military Leave; Leave Without Pay; Extended Leave of Absence; Jury Duty; and Subpoena as a Witness. Grievances regarding discrimination shall be filed according to the procedures of Section III-5.

4.6 NOTIFICATION.

At the time an employee is summoned to a supervisor's office for the purpose of being advised on an imminent disciplinary action, the employee is to be informed as to the purpose of the meeting and of his/hers right to representation. Documents to be used in any disciplinary proceeding against an employee shall include only materials, copies of which have been given to the employee.

SECTION 5 CLASSIFICATION PLAN

5.1 CLASSIFICATION PLAN.

The District's Classification Plan will include the organization of positions into classes based on the assigned duties, responsibilities and qualifications necessary to successfully perform the work. Maintenance of the plan is the ongoing responsibility of the Personnel Section. The Personnel Section will audit and update the plan as necessary, in order to effectively administer the District's recruitment and selection activities, training program, compensation system, and performance evaluation program.

Recommended changes to the duties of a class shall be submitted to the APCO for approval. The APCO shall submit recommended changes to the qualifications of a class to the Board for approval.

Maintaining the Classification Plan will include the following elements:

- (a) Analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of positions to be classified
- (b) Grouping positions into job classes based on the similarities of work performed and the qualifications required.
- (c) Writing descriptions for each class of positions in order to define the positions and to serve as a guide in allocating and selecting individual positions to job classes.

5.2 NEW POSITIONS AND RECLASSIFICATIONS.

Whenever a new position is proposed, or an existing position is recommended for reclassification, the Personnel Section will conduct a job analysis which will include analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of the position to be reclassified.

The Personnel Section will develop a new class description if a position cannot be reasonably grouped into an existing class based on the similarities of work performed and qualifications required.

The Personnel Section shall submit the new class description to the appropriate management staff and the APCO for approval. The APCO shall submit the new or revised class description and the supporting information and analysis to the Board for approval. Class descriptions which have been approved by the Board shall be disseminated to appropriate personnel.

5.3 CLASSIFICATION STUDIES.

- (a) The Board or the APCO may require that a salary classification study be conducted to evaluate individual positions or groups of positions, classes, or class series. The District shall not conduct any salary or classification survey affecting wages, hours, or working conditions in any represented classification without meeting and conferring with the Association.
- (b) When the District initiates a classification study affecting all classifications, the District will notify the Employees' Association ten (10) days in advance of a new classification plan becoming effective.
- (c) When the District initiates a modification affecting wages, hours, or working conditions in any represented classification, the District will notify the Employees' Association within ten (10) days or as soon as practicable in advance of such modification being proposed to the Board of Directors.
- (d) None of the recommendations resulting from the study are binding on the District. The Board may choose to implement, or not implement, any recommendation. Any changes resulting from a survey shall be incorporated as amendments to the Plan.

5.4 AMENDMENTS TO THE PLAN.

The classification plan may be amended from time to time by resolution of the Board.

The allocation of funds to a classification, or the necessity for filling a position will be at the discretion of the Board through the APCO.

5.5 ALTERNATE STAFFING.

A Division Director may request that a vacant position be filled at an "entry" Level I or an experienced "journey" Level II for those classes identified as alternately staffed classes in the class specifications, prior to recruiting for a vacancy, depending on the needs of the District.

Advancement to the Level II is not automatic; a supervisor must recommend to the APCO that an incumbent be promoted to Level II after successfully completing the probationary period, and obtaining and demonstrating the required knowledge, skills, abilities and experience, and meeting pre-identified criteria for promotion to the higher class. The Personnel Manager will review the request to determine if advancement criteria are met.

A Division Director may identify certain positions in the class which contain primarily routine and repetitive tasks as "regular" Level I positions. The "regular" or "entry" status of Level I positions will be determined prior to filling a vacancy so that an employee will know of this regular status prior to accepting the position. This determination will be so stated on the job announcement and the candidate will also be advised during the interview process. When a position is identified as a regular Level I position, the employee accepting the position cannot reasonably expect to advance to Level II while in that position.

5.6 ORGANIZATION CHART

5.6 ORGANIZATION CHART (continued)

5.6 ORGANIZATION CHART (continued)

5.7 SERIES GROUPS.

Clerical Category

Legal Services Classes (Revised 3/6/96)

Legal Office Services Specialist	Lead
Legal Secretary II	Journey
Legal Secretary I	Entry

Secretarial Classes

Executive Secretary	Senior
Administrative Secretary	Journey
Secretary	Entry

Office Assistant Classes

Office Services Supervisor	Supervising
Senior Office Assistant	Senior
Data Entry Operator	Journey
Office Assistant II	Journey
Office Assistant I	Entry

Accounting Assistant Classes

Senior Accounting Assistant	Senior
Accounting Assistant II	Journey
Accounting Assistant I	Entry

Clerk of The Boards

Deputy Clerk of The Boards	Senior
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Special Classes (Revised 3/6/96)

Supv. Radio/Telephone Operator	Supervising
Radio/Telephone Operator	Senior

Technical Category

Air Quality Inspector Classes

Supv. Air Quality Inspector	Supervising
Senior Air Quality Inspector	Senior
Air Quality Inspector II	Journey
Air Quality Inspector I	Entry

Enforcement Program Specialist Classes (Revised 3/6/96)

Enforcement Program Supervisor	Supervising
Principal Enforcement Program Spec	Lead
Senior Enforcement Program Spec.	Senior
Enforcement Program Specialist II	Journey
Enforcement Program Specialist I	Entry

Air Quality Instrument Specialist Classes

Supv. Air Quality Instrument Spec.	Supervising
Senior Air Quality Instrument Spec.	Senior
Air Quality Instrument Specialist II	Journey
Air Quality Instrument Specialist I	Entry

Air Quality Technician Classes (Revised 3/6/96)

Air Quality Permit Technician II	Journey
Air Quality Permit Technician I	Entry
Air Quality Laboratory Technician II	Journey
Air Quality Laboratory Technician I	Entry
Air Quality Technician II	Journey
Air Quality Technician I	Entry

Mechanic Classes

Mechanic II	Journey
Mechanic I	Entry

Personnel Classes (Revised 3/6/96)

Personnel Analyst	Senior
Equal Opportunity Officer	Journey
Payroll Technician	Journey
Personnel Technician II	Journey
Personnel Technician I	Entry

Technical Assistant Classes

Source Test Assistant II	Journey
Source Test Assistant I	Entry

Public Information Classes

Senior Public Information Officer	Senior
Public Information Officer II	Journey
Public Information Officer I	Entry

Programmer Analyst Classes

Supervising Systems Analyst	Supervising
Systems Analyst	Senior
Programmer Analyst II	Journey
Programmer Analyst I	Entry

Special Classes (Revised 3/6/96)

Permit Coordinator	Supervising
Legislative Analyst	Journey
Building Maintenance Mechanic	Journey

5.7 SERIES GROUPS (continued).

Professional Category		Management Category
Air Quality Engineer Classes (Revised 3/6/96)		Air Pollution Control Officer
Supv. Air Quality Engineer	Supervising	District Counsel
Principal Air Quality Engineer	Lead	Clerk of the Boards
Senior Air Quality Engineer	Senior	Deputy Air Pollution Control Officer
Air Quality Engineer II	Journey	
Air Quality Engineer I	Entry	
Environmental Planner Classes (Revised 3/6/96)		Division Director
Supv. Environmental Planner	Supervising	Director of Enforcement
Principal Environmental Planner	Lead	Director of Permit Services
Senior Environmental Planner	Senior	Director of Planning and Research
Environmental Planner II	Journey	Director of Technical Services
Environmental Planner I	Entry	Director of Administrative Services
Air Quality Meteorologist Classes		Director of Public Information
Senior Air Quality Meteorologist	Senior	Manager
Air Quality Meteorologist II	Journey	Air Quality Engineering Manager
Air Quality Meteorologist I	Entry	Research and Modeling Manager
Atmospheric Modeler Classes		Environmental Review Manager
Senior Atmospheric Modeler	Senior	Enforcement Program Manager
Atmospheric Modeler	Journey	Information Systems Manager
Air Quality Chemist Classes		Meteorology and Data Analysis Manager
Senior Air Quality Chemist	Senior	Air Monitoring Manager
Air Quality Chemist II	Journey	Laboratory Services Manager
Air Quality Chemist I	Entry	Personnel Manager
Specialist		Finance Manager
Advanced Projects Advisor	Journey	Facilities Maintenance Manager
Single Position Classes		Business Manager
Toxicologist	Senior	Senior Advanced Projects Advisor
Statistician	Senior	Legal
Research Analyst	Journey	Senior Assistant Counsel
Accountant	Journey	Assistant Counsel II
Library Specialist	Journey	Assistant Counsel I

SECTION 6 SALARIES

6.1 SALARIES.

Salary schedules are subject to revision from time to time by the Board. The salary schedules will be published yearly at or near the beginning of the fiscal year.

6.2 SALARY STEPS.

- (a) There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
- (b) An employee promoted to a higher position will receive the minimum salary for the higher position or at least a 5% increase above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change.
- (c) If a position is reclassified to a position having a higher salary range, the incumbent will remain in the same step of the salary range which is currently in effect.
- (d) If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provisions of Section III-6.5
- (e) If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
- (f) Any employee who has passed through the initial six month or, if extended, one year, probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. However, an employee may be terminated for cause.
- (g) If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will remain in the same salary range step effective prior to the demotion.
- (h) If an employee is demoted because of lack of funds, the employee will be placed in the salary step which reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to the former position and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

6.3 MERIT INCREASES. (Revised 12/21/94)

Merit increases are effective on the first day of the pay period in which the employee's anniversary date falls.

6.4 DETERMINATION OF SALARY RATES. (Revised 12/21/94)

- (a) **ORIGINAL APPOINTMENTS.** Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the hiring supervisor and the approval

of the APCO for Steps B and C. Recommendation by the APCO and approval of the Personnel Committee of the Board of Directors is required for hiring at Steps D and E.

- (b) **LIMITED-TERM EMPLOYMENT.** Limited-term employees of the District are paid at the rate of the classification in which the person is employed. If a former District employee is re-hired on a temporary basis, the salary rate will be the hourly rate of the range and step the individual was receiving at the time of separation. If it is necessary to hire a limited-term employee through a temporary agency, the District will pay the appropriate agency fees. **(Revised 3/6/96)**
- (c) **TEMPORARY EMPLOYMENT OVERLAP.** Temporary employment overlap is the regular hire of a person who is to fill a position before the current incumbent has terminated. The anniversary date and all other benefits will be the same as if the person were hired to fill a vacant position.

6.5 Y-RATING.

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the APCO and the Board of Directors.

6.6 OVERTIME PAY/COMPENSATORY TIME.

Classifications in the Clerical and Technical Series identified in Section III-5.7 are entitled to overtime pay.

- (a) Overtime will be paid at a rate of one and one-half (1-1/2) times the normal straight time rate for work performed in excess of eight (8), nine (9), or ten (10) hours per day (depending on the person's normal schedule) or forty (40) hours per week. This provision does not apply to employees working a schedule other than those defined in Section III-8.1.
- (b) Upon approval by the employee's Division director, eligible employees may elect compensatory time at the rate of one and one-half (1-1/2) times the overtime worked in lieu of overtime pay but not accumulate more than 240 hours of compensatory time. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work.
- (c) Employees required to work on a designated holiday shall receive overtime pay equal to two times the employees' hourly rate of pay. For the purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (see Section III-11.12.), except that for New Year's Day, Independence Day and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.

6.7 NIGHT PLUME EVALUATION TRAINING UNIT SCHEDULE.

Employees who attend the Night Plume Evaluation Training Unit special shift shall be paid an additional \$1.00 per hour for the whole shift in addition to the employees' regular straight time pay. Night Plume Evaluation Training Unit special shift will be scheduled eight (8) hour shift to begin at 12:00 P.M. or after and end no later than 12:00 A.M. (midnight)

6.8 DIFFERENTIAL PAY.

Employees not working a regularly scheduled late shift or flex time will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

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6.9 SHIFT DIFFERENTIAL PAY.

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flextime or compressed schedule, as defined in Section III-8.1, shall not be considered shift differential hours.

6.10 SALARY DEDUCTIONS.

Salary deductions may be authorized from time to time by resolution of the Board of Directors.

- (a) Mandatory deductions include Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- (b) Voluntary deductions include the regular deduction of health insurance payments, life insurance payments, credit union payments, U.S. Savings Bonds and other voluntary program deductions which may be authorized by the employee.

6.11 PAY PERIOD AND PAY DAY.

The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If pay the day falls on a holiday, warrants will be distributed on the previous work day. Start of the pay period will be adjusted for an employee working the compressed workweek. The District shall indicate on each employee's pay check stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.

The District shall provide employees with the option of direct deposit of their pay checks to those banks which provide this capability.

6.12 FINAL PAYMENTS. (Revised 7/20/94)

- (a) **SALARY.** Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- (b) **ACCRUED ANNUAL LEAVE.** An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- (c) **ACCRUED SICK LEAVE.** Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
- (d) **FLOATING HOLIDAYS.** Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
- (e) **COMPENSATORY TIME.** An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

6.13 SALARY ADVANCES.

Employees may apply for a payroll advance:

- (a) The application will be accepted only after one week of a pay period has been worked.

- (b) The amount requested cannot exceed amount earned to date during the pay period.
- (c) The amount advanced must be deducted from the pay check for that pay period.
- (d) No more than two (2) such requests can be submitted annually. Exceptions may be approved by the APCO and must be announced to the Board under "Report of APCO".
- (e) Requests must be approved by the Director of Administrative Services.

6.14 ACTING APPOINTMENTS. (Revision Approved 12/04/96; Effective 12/04/96)

If an employee is appointed by the Air Pollution Control Officer to be acting in a higher paying job, the employee is to receive the salary during that job tenancy for the time period after the passage of fifteen (15) working days which the employee would receive if the appointment were permanent.

SECTION 7 EMPLOYMENT AND MERIT INCREASES

7.1 POLICY.

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or the receiving of future salary benefits.

7.2 ANNIVERSARY DATE.

The anniversary date for newly hired or promoted employees is the date of hire or date of promotion. The anniversary date will be used in determining when an employee receives salary increments. Annual leave credits and sick leave credits are accrued from original date of hire. For the purposes of annual and sick leave, five (5) consecutive days (or four (4) consecutive 10-hour days) worked in a pay period will constitute working a full pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period.

7.3 PROBATION PERIOD.

The probationary period is the period of employment beginning with the anniversary date and continuing for one (1) year of full-time actual and cumulative service. Any unpaid leave time taken during this period shall extend the probationary period by the amount of actual leave taken. No acting or temporary service time shall count towards fulfillment of the probationary period. While serving in a probationary period, an employee may be terminated at any time from employment by the Executive Officer/APCO or the APCO without cause and has no right to appeal or grieve the action.

Employees who change positions prior to the successful completion of their probationary period shall be required to serve a new probationary period and will not receive credit for time already served under the former position.

The Executive Officer/APCO or the APCO may extend the probationary period for up to an additional six (6) months.

A formal performance evaluation will normally be given at least once during the probationary period, usually at 6 months. During the probationary period, an employee may have his/her merit increase denied or delayed at the discretion of the Executive Officer/APCO or the APCO and has no right to appeal or grieve the action.

7.4 PERFORMANCE EVALUATION.

Approximately two weeks before the first day of the month in which the anniversary date and the length of service makes the employee eligible for a step increase, the supervisor will complete a performance evaluation and sign a merit increase recommendation. Employees at the top of the salary range will continue to be evaluated yearly. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.

7.5 (Deleted 12/21/94. See III-6.3)

SECTION 8 HOURS OF WORK

8.1 HOURS OF WORK. (Revision Approved 12/04/96; Effective 12/04/96)

A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8-1/2) hour period from 8:30 am to 5:00 pm, with one-half (1/2) hour for meals. With the approval of Management, an employee's normal workweek and/or work day can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.

An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.

When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid for the hours representing the agency at, and travel time to and from, meetings or conferences, for the hours at, and travel time to and from, a class, or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment.

The employee is expected to make up any time that would result in the employees working less than his or her normal workweek by altering the hours worked in the remaining days of the pay period. The schedule according to which any such time will be make up will be established in consultation with the employee's supervisor. With the approval of the employee's supervisor, an employee will receive overtime/compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

8.2 LUNCH PERIOD AND REST PERIOD.

- (a) Lunch period of one-half (1/2) hour is normally taken between 12:00 and 1:00 p.m.
- (b) Rest period of one-quarter (1/4) hour is normally taken in mid-morning and mid-afternoon.
- (c) Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

8.3 ATTENDANCE.

- (a) Supervisors will be responsible for the daily attendance record of each employee.
- (b) An employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work.

- (c) An employee must report unscheduled leave to the District within the first hour of the work day unless an emergency prevents such reporting.
 - (1) Failure to report may result in loss of pay for the period of absences from work.
 - (2) An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

8.4 OVERTIME. (Revised 12/21/94)

For definitional purposes, overtime is the necessary, assigned and authorized time worked in excess of 40 hours in a seven day week or 8 hours worked in a 24 hour day. A normal work day begins at 8.30 a.m. and the normal workweek is Monday through Friday. (See Section III-8.5 for compressed workweek.)

The District will provide the services required by law with an emphasis on avoiding the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

For the purposes of overtime assignments, a notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered "scheduled" overtime. An assignment given less than 24 hours in advance will be considered an "unscheduled" assignments for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to continue to change work schedules to meet operational necessities during straight time shifts.

Travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying call-back assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

- (a) **Authorization** - Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for an individual are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times straight time.

For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.

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- (b) **Call-back** - Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.
- (c) **Travel Time** - For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.
- (d) **Distribution of Overtime** - Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
 - (1) When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
 - (2) When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
 - (3) On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
 - (4) All overtime assignments will be made with due consideration for employee hardship.
 - (5) Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
 - (6) The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
 - (7) Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
- (e) **Distribution of Call-back**
 - (1) Call-back will be distributed in the following manner:
 - (2) When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
 - (3) If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
 - (4) If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.

- (5) The District maintains the option to deviate from this procedure based upon immediate need.

8.5 COMPRESSED WORKWEEK. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a compressed workweek schedule. Compressed workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Compressed workweek approval may be withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a compressed workweek schedule.

A compressed workweek schedule will consist of either four 10-hour days, or eight 9-hour days and one 8-hour day every two weeks. Work hours on a compressed schedule will commence not earlier than 7:00 AM and not later than 9:00 AM. However, exceptions to this rule may be approved at the discretion of the Division Director. Employees who work a compressed workweek schedule will have the start of the workweek adjusted for the purpose of computing overtime.

When a scheduled District holiday falls on a compressed work day, the employee working a compressed schedule shall only receive credit for eight hours of holiday pay. The employee shall take the additional time off on that holiday as annual leave or as a floating holiday, or the employee shall make up the additional time off by altering the hours worked in the remaining days of the pay period in consultation with the employee's supervisor.

8.6 FLEXIBLE WORK SCHEDULE. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a flexible work schedule. Flexible workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Approval of a flexible work schedule may be withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a flexible work schedule.

Employees on a flexible schedule will normally work a five day workweek, and may adjust their starting time to commence not earlier than 7:00 AM and not later than 9:00 AM, with the shift ending eight and one-half hours later. However, exceptions to this rule may be approved at the discretion of the Division Director.

A flexible work schedule will be determined by management considering the operational needs of the District.

8.7 PART-TIME AND JOB SHARING. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request a reduced workweek schedule or a job share arrangement. All requests will be reviewed by management considering the operational needs of the District, employee hardship or family responsibilities. Appropriate salary adjustments and benefit eligibility will be determined based on the hours worked. The APCO may, at his or her discretion, authorize or discontinue a part-time or job share arrangement.

8.8 TELECOMMUTING. (Revision Approved 12/04/96; Effective 12/04/96)

Telecommuting is a working arrangement in which an employee sometimes works away from the District's central office. An employee may apply to telecommute, subject to approvals of the immediate supervisor through the Division Director. Telecommuting is a privilege which the District has the right to refuse or to terminate at any time. An employee also has the right to refuse to telecommute or to withdraw from the program at any time. Approval to telecommute shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other interval, as is deemed necessary by the Division Director to meet the operational needs of the division. Employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from telecommute status.

Telecommuting is voluntary, and should be mutually beneficial to both the employee and the District. An employee's choice to telecommute or not shall have no adverse effects with regard to advancement or any other aspect of the employee's standing. An employee approved to telecommute will be required to read and sign the Telecommuting Agreement.

All pay, compensation, and normal employee benefits shall be identical whether an employee telecommutes or works at the central office. There will be no diminution from the norm in either an employee's work products or hours when the employee telecommutes.

The telecommuting employee will not provide primary care to others during at-home working hours. Telecommuters must be available to come to the office if requested to do so.

The employee and the employee's supervisor will establish terms of availability or access to the employee while away from the office. In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet District Goals. The number of days per week on which an employee may be authorized to telecommute shall be at the discretion of the employee's Division Director.

Supervisors who telecommute shall make provisions for adequate supervision of staff while the supervisor is away from the office.

In addition to regularly scheduled telecommuting arrangements, other employees may apply to telecommute on an episodic basis for limited time periods.

Telecommuters are required to provide whatever equipment is necessary to do their job as well at their home in the same manner as if they were in the central office. The employee is responsible for the purchase and maintenance of all equipment (both hardware and software).

The District will provide training to both telecommuting employees and their supervisors. The District will also sponsor focus groups for the telecommuters and their supervisors on an as-needed basis.

SECTION 9 SEPARATIONS

9.1 RESIGNATION.

An employee submitting a resignation is requested to give at least two weeks notice which allows for the orderly transferring of work assignments and for recruiting of replacement employees.

9.2 DISMISSAL. (Revised 3/6/96)

A non-probationary employee whose employment is terminated because of unsatisfactory service, misconduct, or for other just causes shall be given written notice stating the reasons for dismissal, and may be given (2) weeks notice before the date on which the employee's

services will be terminated. Employees terminated for misconduct such as drinking or being intoxicated on the job, fighting, theft, creating a severe safety hazard, gross negligence, or other acts of serious misconduct may be dismissed without prior notice.

The APCO, may for good and sufficient reason, take any or all necessary disciplinary actions including discharge to ensure the continuity and integrity of the District's functions and work place.

9.3. LAY-OFF AND RECALL.

When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, the following steps in the layoff and recall procedure will be followed:

- (a) Layoffs within a classification will be in reverse order of District employment seniority. (For the purpose of this Section, District employment seniority is the seniority gained based on overall employment with the District).
- (b) An employee (A) who is to be laid off may displace an employee (B) within a similar or lower paying classification provided:
 - (1) Employee (A) has held a position in the classification in question or if employee (A) has not held a position in the classification, holds a position in one of the identifiable job clusters class series and,
 - (2) Employee (A) has greater District employment seniority than employee (B) and,
 - (3) Employee (A) has the skills and meets the qualifications of the classification in question and,
 - (4) The operating requirements of the District are maintained.
- (c) Employees who are laid off or displace others in lieu of layoff will be placed on a recall list for eighteen (18) months during which service time in the former classification will be preserved but not accrued.
- (d) Employees will be recalled to their former classification in reverse order of layoff provided they respond to the notice of a classification opening by notifying the District of their intent to return within the 5 days of receipt of such a notice and return to work within fifteen (15) calendar days of the receipt of such notice.
- (e) If a policy of layoff by reverse seniority is held to be contrary to the principles of equal opportunity employment or affirmative action by virtue of adjudication by a court of competent jurisdiction or by legislative determination, then this Section shall be void, and the parties hereto shall meet and confer regarding a new and legally acceptable policy at the earliest practicable time.
- (f) To the extent possible, the District will attempt to give an employee 30 days written notice prior to the effective layoff date.
- (g) The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time employee(s) is/are given the written notice(s).
- (h) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (i) A change in job title shall not affect an employee's recall rights.

9.4 SUSPENSION.

- (a) Suspensions from work without pay may be imposed for disciplinary reasons for a period not to exceed thirty (30) days.

(b) The authority for suspension rests with the APCO.

9.5 RETIREMENT.

Retirement is the voluntary separation of an employee from service of the District after the employee has earned a Service Retirement Allowance under the State of California Public Employees' Retirement System.

SECTION 10 FRINGE BENEFITS

10.1 HEALTH INSURANCE.

This District shall provide health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Health insurance coverage continues for retired employees

10.2 DENTAL INSURANCE.

The District shall provide dental insurance coverage through Delta Dental Plan of California for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Dental insurance coverage continues for retired employees.

10.3 VISION CARE. (Revised 9/6/95)

Vision care is provided by Vision Service Plan. Vision coverage for employees is mandatory. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Vision care coverage for dependents must be elected at the time of enrollment. Benefits include examinations, lenses and frames at specified service intervals. Vision care coverage continues for employees who retire on or after July 1, 1995.

10.4 LIFE INSURANCE.

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life and Dependent Life Insurance is also available to employees. Life insurance coverage continues for retired employees.

10.5 LONG TERM DISABILITY INSURANCE.

The District shall provide Long Term Disability Insurance which partially replaces lost income on or off the job, for employees who become disabled and meet the eligibility requirements.

10.6 INSURANCE CONTINUATION.

An employee who is ill or injured and is eligible for either Workers' Compensation or State Disability Insurance, and on medical leave may continue group insurance coverage. The District will continue to pay its portion of the coverage.

10.7 HEALTH AND DENTAL COVERAGE AFTER RETIREMENT.

Health care coverage after retirement will be governed by the provisions of the Public Employees' Medical and Hospital Care Act. Dental care coverage after retirement will be governed by the Delta Dental Plan of California contract.

10.8 PREMIUM REQUIREMENTS.

Commencing on July 1, 2000 and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall provide up to a maximum of \$627.00 per month for

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each management employee and \$576.00 per month for each confidential employee for payment of premiums for Health, Dental, Vision and additional Life insurance coverage, as set forth in Sections III-10.1 through 4 provided that each employee must elect individual dental coverage.

10.9 STATE DISABILITY INSURANCE.

Each employee is covered by State Disability Insurance. Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from State Disability Insurance. The District shall provide state disability insurance for non-industrial illness or injury. The cost of SDI is deducted from the employee's pay. State Disability Insurance is integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI and leave time are combined. The administration of the State Disability Insurance program is solely the responsibility of the State of California. The District is not responsible for benefit leaves, the duration of benefits, or the eligibility of District employees for benefits.

10.10 WORKERS' COMPENSATION.

Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.

10.11 PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

(a) Pick-Up of Employee Contributions

- (1) The District shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the District in lieu of employee contributions.
- (2) Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
- (3) Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- (4) The employee does not have the option to receive the District-contributed amounts paid directly instead of having them paid to the retirement system.

(b) Wage Adjustment

Notwithstanding any provision on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the District pursuant to the provisions hereof.

(c) Limitations to Operability

This Subsection 10.11 shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

10.12 CREDIT UNION.

Employees may become members in the San Francisco City Employees' Credit Union.

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10.13 EMPLOYEE ASSISTANCE PROGRAM.

The District shall offer an employee assistance program to employees and members of their household through Personal Performance Consultants. The Employee Assistance program provides professional, confidential counseling service at no cost to the employee.

10.14 TRANSIT SUBSIDY / CARPOOL SUBSIDY. (Revised 9/6/95)

Consistent with the District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time District employees are eligible for a transit or a carpool subsidy. Use of the passes, or tickets, is confined to the employee during commute hours.

The District will provide transit ticket or passes, up to a maximum value per month or, at the option of the employee, the District will allow a per-day amount up to a maximum per-month per-carpool amount, for the reimbursement to the vehicle owner of commute carpooling expenses and per-day amount to District employees commuting in a carpool (carpool is three or more persons, at least two of which must be District employees).

Procurement of the transit passes is the obligation of the individual employee. No funding will be advanced by the District. Transit tickets or passes for a given month will be made available to eligible District employees at the District's office on a designated day prior to the beginning of that month.

Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Director of Administrative Services, no later than the 10th day of each month, the number of days carpooled the previous month and the names of the persons who participated in the carpool.

10.15 DEFERRED COMPENSATION.

The District shall offer employees the opportunity to participate in a Section 457 deferred compensation plan. The plan allows employees to invest a portion of salary which is tax deferred until such time as the employee withdraws the funds.

10.16 JOB-RELATED EDUCATIONAL PURSUITS. (Revised 12/21/94)

(a) EDUCATIONAL LEAVE - Division Directors may, at their complete discretion, permit employees to attend job related educational pursuits during business hours to a maximum of ten (10) hours per week provided normal workloads can be accomplished and provided the time is made up as soon as practicable.

(b) JOB RELATED EDUCATIONAL PURSUITS **(Revised 9/6/95)**

(1) For the purposes of this section "job related educational pursuits" is defined as education which either maintains or improves an employee's job skills as they relate to an employee's current position.

To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

To qualify for reimbursement under this Section 10.16 participation in certificate programs is subject to prior approval by the District's Personnel Manager. Certificate programs in which an employee's participation will normally be approvable shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities, and coursework leading to a professional license which relates to the work of the District (such as a P.E. license).

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- (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
 - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.
- (c) **SKILLS ENHANCEMENT PURSUITS**
- (1) For the purposes of this section "skills enhancement educational pursuits" is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee's current position, but reasonably relate to the District's work in general and will enhance an employee's skills and may allow for further advancement or promotion at the District.
 - (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete skills enhancement courses. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
 - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.

10.17 DEPENDENT CARE ASSISTANCE PLAN AND MEDICAL CARE REIMBURSEMENT ACCOUNT PLANS. (Revised 10/1/03)

The District's Dependent Care Assistance Plan allows employees to set aside pre-tax dollars to pay for eligible expenses for dependent care. The Medical Care Reimbursement Account plan allows employees to set aside pre-tax dollars to pay for eligible medical expenses that are not covered by medical, dental, and vision insurance benefits.

10.18 SOCIAL SECURITY REPLACEMENT BENEFITS.

- (a) The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:
 - (1) Special retirement and disability benefits under PERS. (See Resolution No. 1289, December 17, 1980.)
 - (2) Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Personnel Office.
 - (3) A portion of long term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$4,000. **(Revised 3/6/96)**
 - (4) Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account. (See Resolution No. 1345, August 5, 1981.)

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- (b) It is the intention of the Board of Directors that the cost of these benefits in subsequent years be less than and in no event exceed the amount which would have been required as the employer contribution to Social Security. It is further the intention of the Board that contributions to the qualified pension plan be reduced if necessary to accomplish the cost-limit objective.
- (c) The Board specifically reserves the right, subject to meet and confer to adjust and alter the benefits described above so as to achieve a result which most effectively meets the needs of employees in an equitable manner without adding costs to the District.

10.20 GUARANTEED RIDE HOME (GRH). (Revised 7/20/94)

The District shall provide a Guaranteed Ride Home (GRH) to all employees who contribute to the District's Employer Based Trip Reduction (EBTR) goals.

A Guaranteed Ride Home is one of the following:

- (a) Reimbursement for use of the fare for mass transit between the District and the employee's home.
- (b) If the employee's commute does not reasonably accommodate mass transit, the employee may use a pool vehicle from the employee's Division vehicle pool, if one is available. "Reasonably Accommodate" means that use of mass transit will require no more than one transfer between transit vehicles (SF Muni to BART does not count as a transfer), and that the employee expects to leave the office before 7:00 PM or 1 hour after sundown (whichever is later). The vehicle will be returned to the pool coordinator on the employee's next working day.
- (c) If the employee's commute does not reasonably accommodate mass transit, and if there are no available vehicles in the employee's Division vehicle pool, the employee may use a pool vehicle from the District vehicle pool, if one is available. The vehicle will be returned to the Facilities Manager on the employee's next working day.

In order to contribute to the District's EBTR goals, an employee must commit to routine use of an alternative means of commuting to the District by submitting a certification ("GRH Certificate") to the District Transit coordinator. The GRH Certificate must indicate whether or not the employee's commute reasonably accommodates the use of transit. Routine use means use of one or more of the following commute methods as the principal means of transportation for both in-bound and out-bound commute trips at least ten times per month:

- (d) Carpool or rideshare, where the vehicle contains three or more occupants.
- (e) Mass transit.
- (f) Emission-free transportation (walking, jogging, bicycling).

An employee may use a Guaranteed Ride Home for any of the following reasons:

- (g) The employee has a family emergency that requires the employee to leave work early.
- (h) The employee is required to work unscheduled overtime.
- (i) The employee is unable to complete the trip home due to a breakdown of the employee's normal mode of transport.
- (j) The employee has received an on-the-job injury that prevents the employee from reasonably using the normal method of transportation.
- (k) The employee's carpool has left early or late due to one of the above circumstances.

The procedure for using a Guaranteed Ride Home is as follows:

- (l) For transit reimbursement, the employee shall request reimbursement on his/her first working day following use of a Guaranteed Ride Home.
- (m) For use of a pool vehicle, the employee shall contact the Division Pool Coordinator to determine whether or not a Division Pool Vehicle is available; if not, the employee shall contact the Facilities Manager to determine whether or not a District pool vehicle is available.

The pool coordinator or Facility Manager shall verify that the Employee has submitted a GRH Certificate to the Transit coordinator; if so, a vehicle will be provided to the employee if one is available.

The employee shall make sure that the vehicle will not be locked up when needed.

The employee shall return the vehicle and the keys on his/her next working day.

- (n) On the his/her first working day following use of a Guaranteed Ride Home, the employee shall submit to the Transit Coordinator a memorandum describing the form(s) of transit taken, the fare(s) paid, and the qualifying reason for the Ride Home.

SECTION 11 LEAVE AND HOLIDAYS

11.1 ANNUAL LEAVE.

- (a) An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period. **(Revised 12/21/94)**
- (b) An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
- (c) An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
- (d) An employee with ten years or more of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
- (e) An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month). **(Revision Approved 6/19/96; Effective 7/01/96)**
- (f) An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
- (g) Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
- (h) The maximum accumulation of annual leave is forty (40) working days as of the end of the calendar year. Use of annual leave of more than twenty (20) days must be scheduled and approved by the Air Pollution Control Officer.

- (i) For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.
- (j) If a pay day falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the payroll clerk.

11.2 SICK LEAVE.

- (a) Coverage - Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons:
 - (1) Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
 - (2) Exposure to contagious disease requiring quarantine.
 - (3) When the employee is required to attend to a member of the immediate family for reason stated in (1) above, to a maximum of ten (10) days per year.
(Revised 9/6/95)
 - (4) For the purpose of this section, immediate family will include: mother, father, spouse, domestic partner, children, brother, sister, grandparents and grandchildren of the employee, relatives by marriage including mother-, father-, brother-, sister-, son-, and daughter-in-law, and the following domestic partner loved ones: mother, father, brother, sister, son and daughter. **(Revision Approved 12/04/96; Effective 12/04/96)**
 - (5) Appointments for dental, eye, and other medical examinations.
- (b) Allowance - Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave which may be accumulated. Employees are eligible to use sick leave as it is earned.
- (c) Coordination with State Disability Insurance - Sick leave will be integrated with State Disability Insurance as soon as eligibility for such benefits is established.
- (d) Job-Related Injury - Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
- (e) Holiday During a Sick Leave Period - If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
- (f) Blood Donations - Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance and consistent with District operating requirements.

11.3. BEREAVEMENT LEAVE.

- (a) When a death occurs in the immediate family of an employee, the employee may take three consecutive days off, counting the day of the funeral, without loss of pay.
- (b) If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to five (5) days off without loss of pay to make such arrangements. Such time shall include all time for travel.

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- (c) For the purpose of this Article, immediate family is defined the same as in Section III-11.2(a)(4).

11.4 TEMPORARY DISABILITY LEAVE. (Revised 12/21/94)

An employee who becomes temporarily disabled for valid medical reasons including illness, injury, or other medical reasons (other than pregnancy), is entitled to a temporary disability leave for any period of actual disability for up to a total of six (6) months. Leave in excess of six (6) months may be granted under a leave of absence (see Section 11.8 below).

Before taking unpaid leave, the employee must use all available sick leave except for 80 hours that may be retained or used at the employee's discretion. An employee has the option to use his/her accrued annual leave and floating holiday leave during the disability period. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits.

Temporary disability leave grants the employee rights to return to the same position the employee held prior to the leave, or to a comparable position in the same job classification and at the same pay grade.

An employee on temporary disability leave continues to receive benefits described in Section 10, except that an employee on temporary disability leave without pay for 80 hours or more during a fiscal year will not accrue annual or sick leave, receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. However, an employee will continue to accrue annual and sick leave if on temporary disability leave due to an injury sustained while on the job, provided that the period of the leave is covered by an approved Worker's Compensation claim. Employee and employer contributions to PERS are not paid during unpaid portions of temporary disability leave. Temporary disability leave is not considered a break in service.

To enable an employee who is temporarily disabled to return to work as soon as possible, the employee may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Temporary disability leave, unlike pregnancy disability leave, runs concurrently with leave taken under the Family Care and Medical Leave provision of Section 11.7 below.

An employee who plans to take a disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. The employee shall provide a medical certification from the employee's health care provider to the Personnel Section within one week after the commencement of any temporary disability leave, and shall provide a supplemental medical certification at least once every four weeks thereafter. In the case of a severe or extended illness, the APCO may waive the requirement to provide supplemental medical certifications.

11.5 MILITARY LEAVE. (Revised 1/6/10)

Military leave is governed by the Military and Veterans Code of the State of California and the federal Uniformed Services Employment and Reemployment Rights Act.

11.6 LEAVE WITHOUT PAY. (Revised 12/21/94)

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the APCO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the

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District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Section 10, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

11.7 FAMILY CARE AND MEDICAL LEAVE. (Revised 1/6/10)

Reasons for Taking Family Care and Medical Leave

Eligible employees can take Family Care and Medical Leave for any of the following reasons:

1. Birth of an employee's child.
2. Placement of a child with an employee for adoption or foster care.
3. Due to the employee's own serious health condition.
4. To care for a spouse, domestic partner, child or parent with a serious health condition.
5. Due to a qualifying exigency arising out of the fact an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying exigency leave").
6. To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the servicemember ("Military caregiver leave").

Amount of Leave

Eligible full-time employees are entitled to up to 12 workweeks (480 hours) of family care and medical leave in a 12 month period when the leave is taken for reasons 1 through 5 above. The 12 month period begins on the first date family care and medical leave is taken.

Eligible full-time employees are entitled to up to 26 workweeks (1040 hours) of military caregiver leave within a single 12 month period. Unlike other types of family medical leave, military caregiver leave is a one time entitlement only; it does not renew annually.

An eligible employee may combine military caregiver leave with traditional family medical leave during a single 12 month period; however, the employee is limited to taking a maximum of 26 weeks of leave in such circumstances.

Intermittent or Reduced Schedule Leave

When necessary, family care and medical leave may be taken intermittently or the employee may be authorized to work on a reduced schedule. The District may require the employee to provide certification supporting the need for intermittent or reduced schedule leave.

Employees are required to make a reasonable effort to schedule intermittent leave so as not to disrupt the District's operations.

When an employee is taking intermittent leave or working a reduced schedule, the employee may be transferred to an alternate position, with equivalent pay and benefits, that accommodates the periods of leave better than the employee's regular position.

Earned benefits shall be reduced for an employee with a reduced work schedule, if the reduction is one which is normally made for part-time employees.

Eligibility

An employee is eligible for family care and medical leave if he or she has been employed by the District for at least 12 months and has performed work for at least 1250 hours during the 12 months preceding the leave period.

An employee who works part-time is eligible for family care and medical leave if he or she has been employed for at least 12 months. For eligibility purposes, the hours of work performed for by a part-time employee will be calculated on a pro-rata or proportional basis. Leave entitlement is equal to the sum of work hours and paid leave, including paid or unpaid pregnancy disability leave, during the twelve week period immediately preceding the first request for family care and medical leave, to a maximum of 480 hours.

Use of Accruals

Family care and medical leave is unpaid

An employee who is taking family care and medical leave to care for an eligible family member, for the birth or placement of a child, or for a qualifying exigency must use all accrued annual leave and floating holidays, except for 80 hours that may be retained or used at the employee's discretion. An employee may also use sick leave in an amount not less than the sick leave that would accrue during six months of the employee's current rate of entitlement when leave is taken to care for an ill family member.

An employee who is taking leave due to the employee's own serious health condition must use all available sick leave, except for 80 hours that may be retained or used at the employee's discretion. The employee is not required, but may choose to, use accrued annual leave and floating holidays during the leave.

Use of paid leave accruals during otherwise unpaid family care and medical leave does not increase the amount of leave available to an employee.

Notice

If possible, the employee must provide the District with at least 30 days' notice before the leave begins. If this is not possible, the employee must provide as much notice as is practicable.

To the extent that the employee's absence is the result of planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to avoid undue disruption of the District's operations.

Certification

An employee will be required to submit a certification to the division director supporting the need for family care and medical leave. The content of the certification is dependent upon the type of leave being taken as described below.

- (a) For employee's own serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition the employee is unable to perform one or more of the essential functions of his or her position. If intermittent or reduced schedule leave is sought, the certificate must also indicate the medical necessity for the intermittent or reduced schedule leave and its expected duration.
- (b) For family member's serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; (3) the amount of time needed to care for the family member; and (4) a statement that the family member's condition warrants the participation of the employee to provide care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave.
- (c) For qualifying exigency leave: The certificate shall state (1) the name of the covered military member; (2) the employee's relationship to the military member; (3) a statement describing the reason for requesting qualifying exigency leave and any related supporting documentation; (4) the date on which the leave will commence; and (5) the probable duration of the leave. If intermittent or reduced schedule leave is sought, the certificate must also indicate the anticipated frequency and duration of such leave. The employee may also be required to provide a copy of the military member's active duty orders.
- (d) For military caregiver leave:
 - 1. An employee may be required to provide a certificate containing the following information: (1) the name of the servicemember; (2) the relationship of the employee to the servicemember; (3) whether the servicemember is a current member of the Armed Forces, National Guard or Reserves; (4) whether the servicemember is assigned to a military medical facility and the name of such facility; (5) whether the servicemember is on the temporary disability retired list; (6) a description of the care to be provided to the servicemember; and (7) an estimate of the duration of the leave.
 - 2. An employee may also be required to provide a certificate from an authorized health care provider setting forth the following: (1) whether the servicemember's injury or illness was incurred in the line of duty on active duty; (2) the date on which the injury or illness began and its probable duration; (3) whether the injury or illness renders the servicemember unfit to perform his or her duties; (4) whether the servicemember is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish that the servicemember is in need of care; and (6) the estimated duration of the need for care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave. Health care providers authorized to provide this certificate include a U.S. Department of Defense (DOD) health care provider, a U.S.

Department of Veterans Affairs health care provider, a DOD TRICARE network health care provider, or a DOD non-network TRICARE health care provider.

3. In lieu of certification forms containing the information set forth above, the District will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) issued to a family member of a servicemember.

All certificates will be maintained in a confidential file in the Personnel Section.

Benefits

Family care and medical leave will not be considered a break in service. An employee will continue to receive benefits, except that an employee on unpaid family care and medical leave for 80 hours or more during a fiscal year will not accrue annual and sick leave, receive transit, subsidy, or receive education reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of family care and medical leave.

Reinstatement

Employees returning from family care and medical leave will be reinstated in the same position, or to a comparable position in the same job classification and at the same pay grade.

An employee who takes leave for his or her own serious health condition may be required to produce a fitness for duty certification prior to returning to work.

Limitations on leave taken after the birth or placement of a child

Entitlement to this leave expires at the end of the 12-month period beginning on the date of the birth or placement of the child.

If both parents are employed by the District, the aggregate number of hours to which they both are entitled is the larger of their individual entitlements.

Important Definitions

Child:

For purposes of leave taken for birth or placement of a child or to care for a family member with a serious health condition, "child" means a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent. The child must be under 18 years old or over 18 and incapable of self-care due to a physical or mental disability.

For purposes of military caregiver or qualifying exigency leave, "child" is a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent who is of any age.

Next of Kin: For purposes of military caregiver leave, "next of kin" means the nearest blood relative other than the servicemember's spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the servicemember by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another person as his or her nearest blood relative.

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Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

Interaction with Pregnancy Disability Leave

Pregnancy disability leave, as described in Section 11.9, may be taken in addition to family care and medical leave, and is not subtracted from the family care and medical leave entitlement. However, any other form of leave (including sick leave and temporary disability leave) which is taken for the purposes of allowed under this Section 11.7, whether paid or unpaid, will be subtracted from the family care and medical leave entitlement. There is no need for the employee or the child to have a serious health condition, nor is it required that an employee continue to be disabled by her pregnancy, childbirth or any related medical condition before taking family care and medical leave in the year following the birth or adoption of a child.

In addition to the leave allowed under this Section 11.7, an employee may be entitled to additional leave time pursuant to Section 11.4 above due to the employee's disability. The APCO may also grant additional leave without pay pursuant to Section 11.6 above or a leave of absence pursuant to Section 11.8 below.

11.8 LEAVE OF ABSENCE. (Revised 12/21/94)

- (a) Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the APCO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Section 10, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 10. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

- (b) Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.
 - (1) The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
 - (2) Leave of absence does not confer any absolute right to return to position or employment.
 - (3) Employee time in-grade for salary increase will be preserved, at the same level.
 - (4) Accrued pension rights and pension time will be preserved.

11.9 PREGNANCY DISABILITY LEAVE. (Revised 12/21/94)

An employee is eligible to take pregnancy disability leave for any period of actual disability caused by pregnancy, childbirth or any related medical conditions for up to 88 working days

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per pregnancy. Leave in excess of 88 working days may be granted for up to an additional two months as temporary disability leave under Section 11.4 above, under family care and medical leave under Section 11.7 above, as leave without pay under Section 11.6 above, or as a leave of absence under Section 11.8 above. A working day is any day that the District Office is open for business. The leave can be taken before or after birth, or intermittently for any period of time an employee is unable to work because of the pregnancy or pregnancy-related condition.

An employee has the option to use her accrued annual leave, sick leave and floating holiday leave during the disability period. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance.

Pregnancy disability leave grants the employee the right to return to the same position the employee held prior to the leave. An employee on pregnancy disability leave continues to receive benefits described in Section 10, except that an employee on pregnancy disability leave without pay will not receive transit subsidy or receive educational reimbursement, unless the course was approved prior to commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of pregnancy disability leave. Pregnancy disability leave is not considered a break in service.

An employee who is temporarily disabled because of pregnancy or a pregnancy-related condition may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Pregnancy disability leave is in addition to leave granted under the family care and medical leave provision of Section 11.7 above. At the end of an employee's period of pregnancy disability leave, the employee may request to take family care and medical leave, if the child has been born by this date.

An employee who plans to take a pregnancy disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. To continue this leave beyond the first six weeks after birth, the employee shall provide a medical certification of the disability from the employee's health care provider to the Personnel Section by the end of the seventh week after birth, and shall provide a supplemental medical certification at least once every four weeks thereafter unless the APCO waives the requirement to provide such supplemental medical certifications.

11.10 GRANTING A LEAVE FROM WORK. (Renumbered 12/21/94)

No leave provision mentioned above is granted automatically, but must be applied for and approved before the provisions for such leave are applicable. The APCO may reject a request for such leave for justifiable reason.

11.11 JURY DUTY. (Renumbered 12/21/94)

Any employee of the District summoned to serve on a jury shall be entitled to regular pay provided the employee deposits the fees for service with the District Director of Administrative Services (except any mileage reimbursement).

11.12 SUBPOENA AS A WITNESS. (Renumbered 12/21/94)

Any employee of the District subpoenaed as a witness shall be entitled to regular pay provided the employee deposits the fees for services with the District's Director of Administrative Services.

11.13**HOLIDAYS. (Revised 10/18/00)**

- (a) The following days will be paid holidays for all employees:
- | | |
|------------------------|--------------------------------|
| New Year's Day | (First day of January) |
| King's Birthday | (Third Monday of January) |
| Lincoln's Birthday | (Twelfth day of February) |
| Washington's Birthday | (Third Monday of February) |
| Memorial Day | (Last Monday of May) |
| Chavez' Birthday | (Thirty-first day of March) |
| Independence Day | (Fourth day of July) |
| Labor Day | (First Monday of September) |
| Columbus Day | (Second Monday of October) |
| Veterans Day | (Eleventh day of November) |
| Thanksgiving Day | (Fourth Thursday of November) |
| Day After Thanksgiving | (Fourth Friday of November) |
| Christmas Day | (Twenty-fifth day of December) |
- (b) Every day appointed by the President of the United States or Governor of California as a holiday.
- (c) Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.
- (d) Commencing on July 1, 2000, and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall grant each management employee 56 hours of floating holiday and each confidential employee 28 hours of floating holiday. Except, any management or confidential employee who is hired after July 1st of the current fiscal year shall receive a prorated portion of the total floating holiday hours based upon the remaining months for that fiscal year. For purposes of prorating, any management or confidential employee whose hire date is between the 1st and the 15th of the month shall receive his/her prorated portion for that month. For purposes of prorating, any management or confidential employee whose hire date is between the 16th and the last day of the month shall not receive any prorated portion for that month.
- Management and confidential employees who were employed on or before July 1st of the fiscal year shall be credited with the total floating holiday hours on July 1st of the current fiscal year shall receive the total prorated portion of floating holiday hours on their date of hire for that fiscal year.
- Employees must request to use floating holiday no less than five (5) days in advance. A floating holiday can be taken only with the approval of the employee's supervisor.
- (e) If an employee normally is not scheduled to work on a day which is a paid holiday for other District employees, that employee is entitled to 8 hours of paid holiday leave on the day on which that employee is normally scheduled to work which immediately precedes or follows the paid holiday.
- (f) Employees working a compressed workweek whose normal workweek includes a paid holiday for other employees are only entitled to 8 hours of paid leave for that holiday.

11.14**BENEVOLENT LEAVE FUND (Revised 9/6/95)**

Any employee may donate annual leave or, with the limitation noted in subsection (a) below, floating holiday leave to a benevolent leave fund for the benefit of employees who are catastrophically ill or injured. For the purposes of this section, "catastrophically ill or injured" means that an employee has sustained a life threatening or incapacitating illness or injury. In order to donate leave, the following conditions apply:

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- (a) Only accrued annual or floating holiday leave may be donated. Floating holiday leave which is donated will only be valid during the fiscal year in which it is accrued. This, if in a given fiscal year, an employee donates floating holiday leave without designation, and there is no eligible recipient during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
- (b) To donate accrued leave to the fund, an employee must not be catastrophically ill or injured and must be eligible to accumulate and use annual leave credit.
- (c) Donated leave may be designated for a specific employee, or may be donated without designation.
- (d) Leave may be donated to the fund regardless of whether there is a qualified recipient.
- (e) Leave may not be sold, bartered or traded to another employee under any circumstances.
- (f) Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.

In order to be a fund recipient, the following conditions apply:

- (g) The recipient must have on file with the District's Personnel Section a medical statement and supporting medical records which demonstrate that the recipient is in fact catastrophically ill or injured.
- (h) The recipient must have exhausted all forms of paid leave.
- (i) The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee's normally scheduled hours for any pay period.
- (j) If a request to use leave from the fund is denied, the refusal may be appealed to the APCO.

SECTION 12 PERSONNEL TRANSACTIONS AND RECORDS

12.1 HIRING AND INITIAL ORIENTATION.

The Personnel Section will ensure that each new employee has completed all necessary forms and is given an orientation regarding the District's classification plan, salary and benefit information, and the District's basic structure and organization.

12.2 PERSONNEL AND MEDICAL FILES.

The Personnel Section maintains a personnel file on each employee containing application form or resume, references, and other pertinent forms, correspondence and materials. Necessary personal and job-related information about each employee is retained in an official personnel file in the Personnel Section. Each file contains basic identifying information, completed employment application, as well as other hiring-related documents; salary information; fringe benefit and beneficiary information; leave and attendance records; performance evaluation, disciplinary documents; and other job-related information deemed essential by management. All file contents are confidential.

Employees have the right to inspect their personnel files upon request at a mutually agreed-upon time and place.

Internal access to a personnel file is limited to supervisors and managers who are considering an employee for a promotion, transfer or other personnel action, and to other management staff who have a legitimate, verifiable need to know specific information about an employee.

Except as specified in Section III-12.3 below, no personnel information is to be disclosed to any party outside the District unless the current or former employee provides the District with a signed authorization to release information. The District reserves the right to verify basic personnel information without notifying the individual, and to cooperate with law enforcement, public safety, or medical officials who demonstrate a legitimate need to know specific information.

Medical information is retained in a separate file. This information is confidential and may be reviewed only by the employee to whom the information pertains; the employee's physician or attorney, when the employee provides a signed consent form; and, if designated, the employee's representative.

To insure that personnel files are up-to-date at all times, employees are responsible for notifying the Personnel Section of changes to any information.

12.3 EMPLOYMENT RECORD VERIFICATION.

The Personnel Section will confirm dates of employment, position, salary and reason for separation for outside employers who request information regarding former District employees.

12.4 CLASSIFICATION SYSTEM.

The Personnel Section will ensure that each position in the District is properly classified and that the system is maintained.

12.5 REQUESTS FOR NEW EMPLOYEES. (Revised 12/21/94)

- (a) In order to fill a vacancy for a regular employee, full-time or part-time, the supervisor or section manager will request that the Personnel Section initiate a Request For New Employee form. The form will be signed by the supervisor making the request and the Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (b) When a limited-term employee or student worker, full-time or part-time, is needed due to an increase in workload and/or absence of a regular employee, the supervisor or section head must submit a written justification to the Division Director, the Deputy APCO, when applicable, and the APCO for approval. The Personnel Section will initiate a Request for New Employee form upon receipt of the approved justification. The Request For New Employee form will then be signed by the requesting supervisor and Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (c) Upon receipt of the approved Request form, the Personnel Section will initiate recruitment for the position(s).

12.6 PERSONNEL ACTION FORMS.

Personnel actions including new hire, promotion, transfer, merit increase, or any other change in employment status must be approved by the immediate supervisor, the Division Director, and where appropriate, the Deputy APCO and the APCO before such action become effective. The Personnel Section will initiate the appropriate form and will inform the Division and the employee concerned of the approval of the action to be taken.

SECTION 13 METHOD OF FILLING VACANCIES

13.1 RECRUITMENT AND SELECTION OF EMPLOYEES. (REVISION APPROVED 9/18/02; EFFECTIVE 9/18/02)

(a) Recruitment / Selection Procedures

The Human Resources Department, in consultation with the designated hiring manager, shall be responsible for the recruitment of applicants, as well as the planning, designing, constructing, and administering of the selection process. Selection processes shall be job related and developed in accordance with the federal Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures and related professional standards.

(b) Recruitment Bulletins & Notices

1. Written notices concerning vacancies, transfer opportunities, selections for special assignments and related promotional opportunities shall be posted on the District's website and at work locations of employees who may be affected not later than 10 working days prior to the closing date for the filing of appropriate applications.
2. The Human Resources Department shall determine the need for the use of newspaper advertisements and/or the distribution of bulletins for public notice on a case-by-case basis.

(c) Interest Cards

1. The Human Resources Department shall maintain a file of "interest cards" on which interested persons may indicate that they wish to be notified if and when the application filing period for a particular classification is open. Interest cards shall be kept on file for one year.
2. Application materials shall be mailed to all persons who have an "interest card" for the proper classification on file in the Human Resources Department prior to the open date of filing. It is the responsibility of the "applicant" to maintain the currency of the information provided on interest cards.
3. The failure of any person to receive notice of a vacancy shall not invalidate any procedure.

(d) Filing of Applications

1. Applications for employment will only be accepted if received in the Human Resources Department offices during normal business hours, prior to the close of the filing period. The filing period shall be announced by notice given in accordance with section 13, above, specifying the date by which applications must be received or postmarked. Filing periods may be extended by approval of the Human Resources Officer.
2. Late applications may be accepted by the Human Resources Officer for verifiable cases involving illness, prolonged hospitalization, a serious accident and, in the case of a verifiable mis-delivery or error by the U.S. Postal Service or the District's Mail Unit, when it can be documented that the reasons for failing to file a timely application are beyond the candidate's control, or in instances in which an error was made detrimentally affecting the applicant.

(e) Reasons for Rejecting an Applicant or Candidate for Employment

The following is a comprehensive, but not limiting, listing of reasons for which applicants or candidates for employment may be rejected:

Unsatisfactory health conditions.

Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

Making a false statement or omitting a statement as to any material fact on an application form.

Practicing any deception or fraud in connection with an examination, or to secure employment.

Dismissal from a previous employment for cause.

Discharge other than honorable from the armed forces of the United States.

A record of unsatisfactory service with the District.

Failure to meet approved standards covering any other basis for rejection of unfit applicants and candidates other than failure to meet requirements established for the examination relating to training, experience, licenses, and certificates.

Failure to report for duty after an assignment has been offered and accepted.

Failure to demonstrate eligibility to work legally in the United States.

Failure, after due notice, to report promptly for review of any of the above reasons for rejection. Such notice shall state that the failure to report is the basis for rejection.

Criminal convictions including Motor Vehicle Violations when driving is integral to performance of the assigned duties (the period for which a candidate may be barred varies, based on the offense for which the candidate was convicted).

(f) Initial Application Screening

The Human Resources Analyst shall conduct an initial screening of all of the applications and supplemental materials received by the closing deadline. Applications shall be screened to determine if the listed education, training, and experiences meet the minimum qualifications criteria specified for the class. The Analyst may make use of one or more Subject Matter Experts (SME) to assist in qualifying the applications.

(g) Additional Selection Procedures

1. When the Human Resources Analyst determines that a substantial number of applications have been received, applications may be further screened by an assessment panel using training and experience standards more specific than just the minimum qualifications for the job.

Training and experience evaluation (T&E) assessment panels shall include at least two members. The scoring of the T&E shall be made on a Rating Sheet designed specifically for evaluating the training and experience of applicants and only those applicants having the most directly related experience as determined by the evaluation will continue in the selection process.

2. Combinations of written, performance and/or oral examinations may be used to further assess the candidate's qualifications.

3. A candidate who obtains a score below the pass point in any one part or in any combination of parts of an examination shall be eliminated from further competition in that examination process.

(h) Oral Boards

1. For classes of positions deemed by the Human Resources Department to require an oral examination, the oral examination board shall include at least two members. Unless specifically directed to evaluate candidates' technical knowledge and skills, the oral examination board shall confine itself to evaluating general fitness for employment in the class. When the oral examination board is directed to evaluate technical knowledge and skills, at least two members of the board shall be technically qualified in the specified occupational area.

2. In no case will an oral examination board be provided with confidential references on employees of the district who are competing in promotional examinations. Scores achieved by the candidate on other parts of the examination shall not be made available to the oral examination board.

3. Questions relating to race, color, national origin, ancestry, age, marital status, sex, sexual orientation, religious creed, political affiliation, medical condition or, physical or mental disability, shall not be asked during an examination interview or interview for appointment.

(i) Eligibility Lists

1. After the examination process is completed, candidates shall be ranked on an eligible list according to their scores. Scores will be based on the combination of the scores from each part of the examination process after the appropriate weights are applied.

2. Scores shall be rounded up (.5 and above) to the nearest whole number.

(j) Final Selection (Hiring) Interview Process

1. When fewer than four applicants are determined to be qualified as a result of the application screening process or subsequent examination procedures, all the qualified candidates may be referred directly to the hiring department for consideration in a selection interview or other selection procedure. The hiring manager may make a selection or request that a new recruitment be initiated. This provision is intended to allow the hiring manager the ability to consider a minimum of four qualified eligibles prior to making a selection.

2. For any single vacancy, the Human Resources Officer shall refer the top four names (or more if there are ties in ranking with the fourth name) on the eligible list to the hiring

department. After receiving the referral of names from the eligible list, the hiring department may select any of the referred eligibles.

(k) Offers of Employment

After interviewing all the referred eligibles, the department shall notify the Human Resources Officer of its intention to make an offer of employment. The Human Resources Department is responsible for making offers of employment.

(l) Step Upon Hire

Initial appointments will normally be made at the first step of the range. Advanced step placement, up to Step "C", may be made when a lower step appointment does not provide the person selected with a minimum 5% increase over their existing salary or when there are other extenuating circumstances. Approval is obtained from the CEO upon recommendation from the Hiring Manager.

Promotional employees will be placed on the step of the new range that affords a minimum 5% increase over their current salary.

(m) Leave to Participate in Examinations

Employees may participate in examinations and other employment procedures scheduled during working hours without loss of pay, provided the employee notifies their supervisor two days prior to the date of the examination.

(n) Restrictions On Repeating an Examination

Applicants who have competed in an examination process may not repeat the examination for the same classification or repeat tests or test parts which are comprised of essentially the same questions or problems for six months. On the request of the applicant, when the examination process remains the same, the applicant may use his or her score on the previous examination in the current recruitment.

(o) Appeals of Recruitment / Selection Procedures

1. Appeals of an examination part must be received in writing in the Human Resources Department within three (3) working days of the occurrence of the event that is the subject of the appeal.
2. Appeals of an examination part shall descriptively state the specific allegation (inappropriate act, event or omission) on which the appeal is made, how the stated act, event or omission adversely affected the appellant, and the appellant's desired remedy. Failure to adequately describe the basis for the appeal may be grounds for denial of the appeal.
3. The Human Resources Officer shall review the basis for the appeal and shall promptly respond. If the event the Human Resources Officer is unable to respond to an appeal prior to conducting a subsequent examination part, s/he may authorize the candidate to continue in the examination process pending a final decision on the appeal. If the candidate is authorized to provisionally continue in the examination process, any testing part that the candidate participates in will not be scored until the appeal is completed.
4. If the appeal is denied, a written request for a second level review must be filed in the Human Resource Department within three (3) working days of the notice of denial. The Director of Administration will review the decision and shall issue a decision within five (5) working days of receipt of the request for a second level review.
5. If the second level review is denied by the Director of Administration, a final appeal may be made to the CEO. The CEO may choose to respond or let the matter rest.

This section is intended to ensure that alleged improprieties in the conduct of examinations be addressed as quickly as possible. A rating or score by an oral board may not be appealed.

13.2 Order of Filling Vacancies

1. Vacancies for Confidential and Management classes shall be filled in the following order:
 - a. Approved transfer (same classification).
 - b. Reinstatement from layoff.
 - c. Return from medical leave.
 - d. Return from non-medical leave.
 - e. Promotion, new hire or temporary assignment.